

	Sanghi Industries Limited (Cement Division) PO - Sanghipuram, Tal - Abdasa Kachchh-370511, (Gujarat)	Tel : 02831-274131/32/36 Fax : 02831-274106																								
		IMS / COM / F07 Rev.No.00,eff.dt.01/07/03																								
WORK ORDER Page 1 of 7																										
A ONE SALASAR PRIVATE LIMITED 201, BUILDING NO 1, AVIOR CORPORATE PARK OPP JOHNSON JOHNSON, L.B.S. RD MULUND WEST, Mumbai City, Mumbai- Ph.No. : 9320445534 Fax No. : GST No : 27AAOCA5506C1ZV State code: 27	PO No : 2321000850 (Ver : 0) PO Date : 22.02.2022 Release Date : 23.02.2022 IND No. : 5221000723 IND. Date : 22.02.2022 Quot.No Quot. Date																									
Contact : MR. RUDRESH	E-Mail : sales@salasarauction.com																									
Dear Sir, With reference to your above Quotation No. and subsequent discussion. We are pleased to place this purchase order for supply of the following materials subject to the terms & conditions stated below & overleaf.																										
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TERMS & CONDITIONS**(These Conditions form an integral part to this Purchase Order)**

1. Scope of work : Contractor shall be solely responsible for making all statutory requirement as per governing law including safety & workmen compensation and settlement of labour which you have engaged during this period of work.

Contractor shall ensure deployment of skilled / competent personnel for welding, fitting / assembling, fabricating, crane operation, equipment operation, riggers, technicians, etc. as per educational qualifications / work experience as per matrix given below.

Effective supervision in the area shall be in your scope of work.

You shall ensure that all debris / scraps are cleared from site on completion of work and also to ensure proper housekeeping and restore the site to its original state. Bills will be cleared after clearing of scrap materials from site and its certification from concern department HOD.

All statutory compliances PF, ESI for your workmen engaged to carry out the job against this work order shall be in contractor scope.

You shall ensure that your workers shall follow all safety norms and shall use PPEs & safety equipments while on the job. All the tools and equipment used by you should be highly energy efficient. All mandatory PPE's (Safety helmet, Safety goggles, Safety shoes, Reflective jackets, hand gloves, Ear plugs, Nose masks, etc.) are in contractor scope.

Contractor has to provide the police verification of each labour being supplied / engaged for carrying out the job at our site.

Contractor shall ensure that each workman have completed for Medical Check-up, Safety Training as per the rules & norms of Medical center & Safety dept., without which gate pass will not be issued.

2. Payment terms : Payment will be made as per agreed terms based on Actual work done or Workmen attendance as per bio-matrix records. You shall submit GST bill alongwith necessary back ups like attendance sheet or weighment records or work completion certification. Otherwise payment will be delayed if any desired information is failed to provide.

All invoices should be submitted to us in duplicate mentioning GST no., State code, Order no., duly properly signed and with company seal.

Invoice / bill should contain following to establish a proper paying document.

- Signature of authorized person of Contractor.
- Serially numbered which shall tally with GST portal records.
- Name of Contractor
- Address of Contractor
- Registration number of Contractor
- Description of Service (Job description)
- Classification of Service (Name of service as defined)
- Value of Service invoice
- Goods & Service Tax amount
- Our GST / UIN details - (State wise details are provided here below)

Gujarat : 24AAECS5510Q1Z4

Maharashtra : 27AAECS5510Q1ZY

Rajasthan : 08AAECS5510Q1ZY

Kerala : 32AAECS5510Q1Z7

Madhya Pradesh : 23AAECS5510Q1Z6

Payment of GST component will be released after reconciliation of GST amount with GSTR 2A. You should file your GSTR 1 preferably on monthly basis so that invoice reference will reflect in GSTR 2A. In case of non-compliance / mismatch, GST amount will be kept on hold till resolved during the validity period. SIL will recover full cost in case of non-compliance of GST by you.

Since the introduction of GST, if you had in any financial year or are expecting to have in the current financial year, an annual turnover of more than the threshold specified under GST provisions for mandatory issuing e-Invoices, then you must issue e-Invoices under the GST provisions. If you have not issued the same till date, you should regularise the same immediately. The present Turnover threshold specified is Rs.500 crores per annum, and this has been notified to be reduced to Rs.100 crores per annum w.e.f. 01.01.2021.

3. Risk purchase clause : In the event of your failure or delay to execute the job completely as against stipulated completion period or in the event of non-compliance at our working site, we have the right to make an alternative arrangement to complete the supply / service without assigning any reason thereof and the additional liabilities will be borne by you.

4. Safety clause : You shall thoroughly assess the work scope, properly understand the hazards & risks associated with the job and carry out risk mitigation measures.

Contractor shall ensure that all of your workforce are provided with ISI approved PPEs ie, safety helmets, safety shoes, googles, hand gloves, ear plugs, reflective jackets, nose masks, etc. and the cost shall be borne by contractor.

Your workforce shall use proper scaffolds of approved quality and not using temporary work platforms.

You shall notify us in case usage of any hazardous material i.e. Radiation Sources, Chemicals etc.

All tools & tackles, machines, equipment, vehicles etc. being used shall have test / calibration / fitness certificate, etc. and copy of related certificates should be available at site.

Contractor shall obtain work permits from our Line Engineer / Section Head prior to start the job.

You should ensure that all of your workforce working at heights and specifically trained and should be fit in height phobia test by our Medical Officer.

Vehicles should be road worthiness complying with all road safety rules & guidelines.

You shall ensure proper housekeeping at the work area, segregating of waste / scrap and shifting it to scrap yard.

Smoking, Carrying of match boxes, lighters or any other spark producing devices is strictly prohibited within the company premises.

Contractors should ensure that employees do not come to work while under the influence of intoxicants / drugs. loyee found on duty under the influence of liquor or of Wearing of loose clothing is prohibited when working on, near or around moving machinery.

Contractor shall take all safety precautions such as required work permits from our competent persons and provide adequate supervision in order to do the job safely and without damage to equipment.

TERMS & CONDITIONS**(These Conditions form an integral part to this Purchase Order)**

If the workmen of the contractor meet with any industrial accident (serious or fatal) arising out of and in the course of his employment within the premises of the establishment of the principal employer, the expenses towards medical treatment and or any other expenses incidental or connected has to be borne by the contractor, as the contractor shall be liable for any claim arising thereafter under any enactment for proceedings.

In case of injury to persons on the job, the contractor shall first take the injured person to the company hospital, also to intimate to concerned in charges including section head, safety, security & time office. </

The contractor shall be fully responsible for accidents caused due to his or his agents or workmen negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation.

Contractor have to depute safety steward / Officer / Manger as per your manpower deployment for execution of job for monitoring and following the safety norms, preferably 1:20 basis.

Our officials may visit at work sites at any time with or without intimation to you and may audit the safety compliance. In case we found any non-compliance to safety by your workmen, you will be liable for penalty and accordingly penalty amount will be deducted from your invoices.

Contractor electrical personnel (Supervisor / Electrician) who perform electrical work must have qualified in the same way as company personnel such as Educational certificates, Wiremen / Supervisory license, Electrical safety training, First aid training.

Assess the individual's qualifications for a particular job that involve in "work on" or and "work near" energized equipment.

Written trade test shall be taken for all electrician people on contract.

The following factors shall be considered when evaluating an individual's qualifications:

- Electrical safety training
- Electrical work experience
- Fatigue
- Personal safety attitude

All contractor electrical personnel who perform electrical work must be trained in CPR (Cardio Pulmonary Resuscitation)

You have to ensure usage of "Welding Rectifier" only for welding purpose. In case if we notice usage of any other equipment, suitable penalty will be imposed and/or the contract is liable to terminate.

5. Insurance risk : Contractor shall cover the risk by suitable policy for your workmen. We shall not be responsible for any injury / accident caused to your workers. You shall observe all the rules and regulations and provisions regarding safety and other statutory requirements and shall ensure use of all safety devices. On the occurrence of any accident caused under the contract resulting in or causing death and serious injuries and or permanent / partial disability or otherwise to your workmen, you shall be liable for payment of compensation to them and keep us indemnified from any such liabilities.

6. Social accountability : Contractor shall not engage in or support the use of child labour (below the age of 18 years) at any point.

You shall not engage in or support the use of forced labour (bonded, involuntary extraction or work) nor shall personnel be required to lodge ' deposits' or identity papers upon commencing employment with the company.

Bearing in mind the prevailing knowledge of industry and of any specific hazards, you

shall provide a safe and healthy working environment and shall take adequate steps to prevent accidents and injury to health arising out of, associated with or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

You shall provide all necessary safety equipment to the workers and ensure that basic facilities like potable water, clean bathrooms / lavatories, sanitary etc. are provided to workmen. You shall ensure that medical facilities are provided / available in nearby area.

You shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, caste, national, religion, gender, sexual orientation.

You shall comply with applicable laws and industry standards on working hours.

The normal work week shall be as defined by law but shall not on a regular basis exceed 48 hours. Personnel shall be provided with at least one day off in every seven-day period.

You shall ensure that the wages paid for a standard working week shall always meet at least legal or industry minimum standards shall be sufficient to meet basic needs of personnel and to provide some discretionary income. Salary/compensation is at least paid to all employees as per Minimum Wage Act of the State Govt. and you shall maintain appropriate records to demonstrate conformance on disbursement of wages to your workmen.

7. Environment obligations : You shall ensure that you take all possible care to eliminate land, water and air pollution during your operation. You shall ensure that you do not use Freon gas cylinder for storage of any other gases.

You shall avoid that there is no wastage / leakage of gas during the use of same in our machine.

Please note that you are responsible and liable to observe all rules / regulation of State / Central Govt. and shall indemnify us against any penalty imposed by the Govt. on this account. Also ensure compliance of systems i.e. ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007 and SA 8000:2008 and keep record for verification.

8. Statutory compliance : As an immediate employer you shall be solely responsible for all applicable statutory compliance.

Workmen wages -

You shall be responsible for payment of wages as admissible under the Minimum Wages Act 1948, as applicable.

You shall make sure that all payments are made within the prescribed period given as per the payment of Wages Act 1936. All payments to the labor shall be made through e-mode to your workmen.

In case of termination of services of the contract labor within the wage period, you shall make wage payment within 48 hours of termination time. You will also discharge other obligations of payment of retrenchment compensation under the Industrial Disputes Act 1947, as amended time to time.

TERMS & CONDITIONS**(These Conditions form an integral part to this Purchase Order)**

You shall furnish a copy of the wage bill to us after disbursement of wages to the labor. You may note that copy of the same will be used by us to make payment of wages in the subsequent month or months in the event of failure to make payment of wages within the stipulated period under the provisions of Contract Labour (R & A) Act 1970.

Provident fund -

You being an independent employer, covered under separate P.F. Code number, will ensure that 12% of the wages is recovered from each individual worker as employee provident fund contribution. And a similar amount of contribution with other administrative charges will be deposited by you as employer's contribution, under the provisions of Employees Provident Fund & Misc. Act 1952, and rule made their under.

You shall submit a photocopy of P.F challan showing the deposit of of all the contribution along with the statement of EPF / EPS, on monthly basis.

You shall be solely responsible for any damages /compensation charged by the EPFO in the event of any noncompliance observed by the authority.

Employee State Insurance -

You shall ensure to meet liabilities of Employee State Insurance of your personnel during the course of employment and also in the event of injury and death.

You shall cover all your employees under ESI and will take care of their accident & other compensation matters.

A copy of Insurance Number & Master Card will be submitted to the IR Dept. of the company.

You shall be solely responsible for any damages /compensation charged by the ESIC in the event of any non-compliance observed by the authority.

Payment of Bonus & Gratuity -

You will be liable to the payment of Bonus to your workers, under the payment of Bonus Act 1965. You will comply with all the provisions of the payment of Bonus Act 1965. The payment of gratuity to your workers shall be your sole responsibility; in addition to that, you will comply with all the provisions of the payments of gratuity Act 1972.

Employment of contract labour -

You shall obtain license from licensing authority under the Contract Labour Regulation and abolition) Act 1970, and the Building and other Construction Workers (Regulation and Employment and Conditions of Service) Act, 1996 as applicable.

You should ensure that the labour who are deployed for the scope of this work order should have educational qualification, age, experience and medical standards as per mutually agreed specifications. You shall deploy required number of competent and qualified supervisors to supervise and control workmen, to take attendance, to disburse payment of wages and to maintain necessary discipline among your workmen.

You shall have the sole discretion to employ, to reward, to warn, charge sheet, to terminate, etc.

to your workmen.

You shall endorse a copy of all the returns furnished by you, to the concerned labour authorities under the Contract Labour (Regulation and Abolition) Act 1970 and other laws enforced time to time.

You shall follow the provisions of the Factories Act or the Mines Act as the case may be, in respect of working hours, holidays, rest intervals, spread over, leave and over time to your contract labour. All payments, as due and admissible under the law in this respect shall be your sole responsibility.

In case of employing of women worker as a contract labour you should discharge your obligations under all the laws of the land in respect of such women workers, including:

- Prohibition of engaging them during night hours.
- Prohibition of employing them for more than 9 hours per day.
- Provision of Creche facilities.
- Grant of Maternity Benefits admissible as per laws.

You shall not entertain / engage any sub-contractor without the specific permission in writing from us. If so permitted, you should furnish bond to us indemnifying us from any action of his sub-contractors involving extra financial liabilities.

You shall abide by all the procedures and system applicable in the company for the entry and exit of contract labour inside the plant. The contract labour will be permitted to enter, only on displaying authorized gate pass issued by IR Department to them, on the request of contractors. You shall be responsible for the identity, conduct and integrity of your workers and hand over identity details of your workers if desired by the local police. You shall ensure that workmen do not indulge in any activity subversive of discipline or antisocial and anti-national in nature.

TDS clause u/s194C(3) of the IT Act :

Payment to Service Provider will be subject to applicable Tax Deductible at Source (TDS) on the invoice value in accordance with prevalent provisions of Income-tax Act 1961 and Rules thereon. Higher rate of TDS will be deducted if PAN is not provided or incorrect PAN provided.

The Service Provider shall indemnify SIL against any and all liabilities or claims arising for any taxes and duties including interest and penalty, which any Tax Authority may assess or levy against SIL on account of wrong representation /information / document provided by the service provider from time to time.

Taxability of reimbursement of expenses is dependent upon the nature of expenses and terms of the contract. For example if any expenditure is part & parcel of contract and responsibility of said expenses is on the service provider (e.g. PF/ESI/Bonus of its labour etc.), TDS provision would apply on such reimbursement of expenses.

In case expenses are reimbursed to service provider of a fixed amount or computed on the basis of some fixed formula (e.g. diesel reimbursement on the basis of mileage/ fixed amount of catering coupon) then TDS provision would apply on the same. Party must raise separate invoice for reimbursement and it is not part of the main invoice for fees.

Payments shall be regarded as reimbursement only if there is no mark up on the amount claimed and they are fully supported by third party invoice i.e. there is one to one correlation between the amount claimed as reimbursement and the supporting invoice submitted as proof of expense incurred by service provider.

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If reimbursement is for expenses on which the service provider is liable to deduct TDS at the time of incurring such expenses, it must be ensured that the party has complied with the TDS requirements. We recommend that proof of deduction and payment of TDS is also obtained.

Every reimbursement of expenses shall be generally liable to TDS. Where the TDS provisions are not applicable to any specific reimbursement, it will be imperative to provide supporting documents (one to one correlated) through which it can be justified that the amount paid to vendors are towards reimbursement of actual expenditure incurred on behalf of SIL. If the expenses incurred are liable to TDS, the same has been deducted and paid and the proof of which will be provided to SIL.

Wherever TCS u/s 206C(1H) is collected by Supplier of goods/material, such supplier shall provide valid TCS certificate in accordance with prevalent provisions of Income-tax Act 1961 and Rules thereon and also ensure that correct details are filed while filing TCS return. Further, supplier will indemnify SIL against any and all liabilities or claims arising for any taxes and duties including interest and penalty, due to non availability of TCS credit to SIL on account of updating incorrect details in e-TCS return/ wrong representation /information / document provided by the supplier from time to time.

Kindly also note that there could be some contracts which fall within the definition of works contract as per section 194C of the IT Act wherein a party manufactures and supplies a product to SIL, as per the requirement or specification provided by SIL. The contracts wherein the party supplying the product to SIL uses the material purchased from SIL or any of its related party (as per section 40A(2)(b) of the IT Act) will be considered as works contract. In other words, the term works contract will exclude those cases wherein the party uses the material purchased from a person, other than SIL or its related party. Works contract are covered u/s 194C(3) read with explanation (iv)(e) of the IT Act and TDS is applicable on payments under such contract as under:

- on the invoice value excluding the value of material, if such value is mentioned separately in the invoice; or
- on the whole of the invoice value, if the value of material is not mentioned separately in the invoice.

Further as per newly enacted provision 206AB/206CCA of IT Act, SIL shall deduct/collect TDS/TCS at higher rate if any supplier (of goods or services) is non filer of Income Tax return in last two assessment years immediately preceding the year in which TDS/TCS is to be deducted/Collected and in their case TDS/TCS deducted is exceeding Rs.50,000/- in each year. The last two years mentioned hereinbefore shall exclude the year for which time of filing return is not expired u/s 139(1) of IT Act. In the absence of PAN, TDS would be deducted at higher rate u/s 206AA of the IT Act.

9. Termination of contract : This contract shall be terminated on the following considerations without any notice:

- If you are found guilty by court of law and the offense involves moral turpitude.
- If you indulge in malpractices such as bribery, corruption, fraud, pilferage etc.
- If you are declared bankrupt, insolvent, wound-up, dissolved or partitioned.
- If you are found to have substituted or damaged or disposed of material or document from any employee of the company.
- If you are found to have obtained, by questionable means, copies of any document from any employee of the company.
- If you submit any fake or false documents or certificate for getting the contract.
- If you are persistently violating or circumventing the provisions of labour laws, even in spite of warnings.
- If you indulge in anti-management activity of any kind.
- If you fail to provide desired quality and /or quantum of services or violates any clause of contract or provision of law as applicable to you or your workmen/works.
- In case, the Contractor fails or neglects or refuses faithful performance of the covenants above referred on his part or in his committing of breach of any of the conditions, about which the Company shall be the sole judge, it shall be lawful, for the Company to terminate the Contract and the Contractor shall within 24 hours of the notice served upon him, quit and remove his servant/agents/persons from the premises of the Company peacefully.
- Any act on the part of the contractor or his employees which will be prejudicial to the reputation of the Company, shall constitute grave breach of the conditions of the contract and shall render the contract for termination with a notice of 24 hours.
- In general condition a contract could be terminated both the parties by way of giving one month prior notice.

10. Interpretation of language : This agreement is written and executed in the English language. Any translation into any other language shall not be an official version of this agreement and in the event of any conflict in interpretation between the English version and such translation, the English version shall prevail. In the case of any ambiguity, interpretation by SIL shall be final and binding.

11. General terms & conditions : The Company shall not be responsible or liable for any theft, loss, damage or destruction of any property of the Contractor or his employees lying in the Company's premises from any cause whatsoever.

This Work Order gives the Contractor a mere license to enter the premises. The Work Order does not confer any tenancy rights or ownership. The entire and exclusive possession of the premises will remain and shall at any time be deemed to have remained always with the company.

It is, hereby, declared that the Contractor for the purpose of this Work Order is an independent employer and all persons employed or engaged by the Contractor at his own costs and expenses in connection with his obligation under this Work Order shall be the employees of the Contractor and not of the Company.

In the event of termination of this Work Order for any cause whatsoever, the Contractor shall not be entitled to any sum or sums whatsoever from the Company by way of compensation damages or otherwise. On the expiration of this Work Order or any earlier determination thereof, the Contractor shall forthwith remove himself, his employees and agents from the Company's premises and every part thereof. On such expiry or earlier determination of this Work Order, the contractor his employees, agents, servants etc. shall be trespassers and on their failure to leave the Company's premises, the company shall be entitled to remove them, (if necessary by use of force) from the Company's premises and also to prevent (if necessary by use of force) from entering into the Company's premises.

All notices under this Work Order shall be in writing and shall be served either by email, hand delivery or by sending the same by registered post addressed to either party at the last known place of business and in proving the service of such notice, it shall be sufficient to show that the same has been received in person or properly </ addressed by the registered post.

You shall ensure that the work carried out by you shall not result in damage to the environment.

You shall not bring new persons without the permission of the company. If the company is not satisfied with the services or conduct of any of the

TERMS & CONDITIONS**(These Conditions form an integral part to this Purchase Order)**

personnel, for any reason whatsoever, you shall remove such employee/employees from the company's premises immediately.

You shall ensure that your appointed personnel for the service in the said premises do not suffer from any legal disqualifications for service by reasons of his age or any law or statute in force from time to time.

This work order gives you a mere license to enter the premises. The work order does not confer any tenancy rights or ownership. The entire and exclusive possession of the premises will remain and shall at any time be deemed to have remained always with the company.

You shall also take action against your personnel as and when reported for undesirable acts, indiscipline, or breach of rules and regulations.

On day-to-day basis you must clear your working area, which must be free from all scrap material. If you fail to clear all scrap in your area which was generated by you, then we shall have the right to get it cleared through other agency & we will debit to your account ten times of actual expenses incurred by us as Rate/ Price Adjustment. In case you still continue to fail in your duty to clearing scrap generated by you, then we shall have the right to terminate this work order with penalties decided by management & in future stop allotting any kind of job to you.

Usage of mobile phone at working site shall be strictly prohibited.

Chewing of tobacco is completely prohibited inside the company premises. In case any person is observed involving in such prohibited activities, respective contractor will be penalized with an amount of Rs.100/-per person / day.

Identity card for your all workmen who are entering @Main plant / Grinding unit / Thermal plants will be issued by the company on your behalf and charges of Rs. 100/- per card will be debited from your bills.

Contract workmen are requested to get Covid-19 vaccinated and shall produce 2 dose vaccination certificate to respective authority on its demand.

Contractor will bring specified manpower with their documents & a CONTRACT EMPLOYMENT CUM ASSESSMENT FORM (CECA FORM) duly filled to Plant HR Head, who verifies documents, interviews the labour based on WO labour supply terms and writes remarks on the Assessment Form as short listed / not short listed as applicable.

Labour has to compulsorily related to Manpower presented,,

1. CECA Form duly filled in.
2. Qualification and experience certificate with copy
3. Adhhar Card.
4. Two Passport size photo.
5. Bank Account Number Copy
6. Covid Certificate (Till Further Intimation)

Plant HR will write clearly on CECA FORM suitable/Not Suitable based on approved guidelines. The present guideline for screening labour by Plant HR is attached as Annexure # A.

Contractor shall take short listed labours to concerned Dept Section Head & HOD where technical interview of the labour is conducted and selection / rejection is made. Interviewing Section head & HOD writes clearly on LECA FORM as suitable / not suitable for the work available, for example Attendant / Technician # Electrical / Instrumentation / Fitter etc) and signs with a date.

Only approved & selected Labours are taken to for safety induction and Safety Orientation is given by EFS head and accordingly remarks are written on LECA Form. Selected Labours are sent to Time Office where LECA Form is verified by Time Office and following details related to labour are entered in the software Viz. Full Name of Labour, Gender, Department, Unit / Location, Designation, DOB, DOJ, Numbers of years experience, AadharNo., Mobile Number, Permanent Address, Native State, Blood Group, Bank Account Number, UAN Number. All these fields are mandatory to fill in and

then only labours are enrolled in the Bio-metric / Face reader system. Time office makes entry in the ID card register and ID card will be issued to contract labors charging @Rs. 100/- with one year validity maximum.

12. Disputes & Jurisdictions : All disputes relating to this Work Order or arising there from between the Company and the Contractor shall be subject to and be referred to the court of competent jurisdiction situated within the limits of Bhuj (Gujarat).

Neither the contractor nor the company shall take or adopt any legal proceedings to enforce any claim against the other relating to this Work Order or arising there from, in any court other than the court of competent jurisdiction within the limit of Bhuj, Dist. Kuchchh, (Gujarat)

13. Arbitration : All disputes and difference arising out of the contract whatsoever shall be referred to the sole arbitration of </ the person appointed by the Company's unit at Sanghipuram, Bhuj, Dist.- Kuchchh (Guj.) and his decision shall be final and binding on both the parties.

14. Force Majeure : If due to any reason beyond our control such as plant stoppage, act of God, natural disasters, wars, riots, floods, earthquakes etc., or any other reasons beyond control of human, the company will be able to implement this contract. Under the circumstances you will have no claim on us for implementation of this contract during such period of **force Majeure**.

15. Confidentiality terms : Confidential Information means and includes, all information of any nature (including without limitation, documents, drawings, models, apparatus, sketches, designs, specifications and list furnished to the Recipient by the Disclosing </ Party and any tangible embodiments of the Disclosing Party's Confidentiality Information created by the Recipient, </ which a Party may have or acquire before or after the Purchase Order Date and during the contractual period, however conveyed (whether in writing, verbally, in a machine-readable format, or by any other means, and whether directly or indirectly), which relates to the business, products, price, developments, personnel, suppliers and customers of a Party and its Affiliates (whether or not designated as Confidential Information by the disclosing Party), and all information designated as confidential or which ought reasonably to be considered confidential;

Confidentiality under the clause shall be survived upon the expiry or termination of the Purchase Order. In case of violation of confidentiality agreement, Purchase Order shall be terminated at the option of the Disclosing Party. Recipient shall indemnify the disclosing party for the liquidated damages caused to the disclosing party without prejudice to the right to claim penalty before the competent court.

16. Order acceptance : You will provide unconditional order acceptance within 7 working days from date of receipt of Order by sending duplicate copy duly stamped and signed by you (i.e. scan by email / hard copy), failing which the Order will be treated as accepted by you

ANNEXURE - A

CRITERIA FOR CONTRACTUAL MANPOWER - SANGHIPURAM

A	Skilled Manpower:			
Sr. No.	Category	Qualification	Experience	Remarks
1	Fitter (Mech)	Minimum ITI	Minimum 3 Years	For our existing contractor employees, we will consider 5+ years of experience for non ITI for future requirements if any would asked for minimum qualification and experience as mentioned
2	Welder (Mech)			
3	Tech (Inst)			
4	Tech(Elect)			
5	Field Supervisor	10th Standard	Minimum 5 Years	Field Supervisor for monitoring of incoming and outgoing raw-materials and coordinate shift activities for existing contact employee, educational qualification is relaxed However, for future this would be adhered to
B	Semi-Skilled Manpower:			
1	Plant Attendant	10th Standard	Minimum 5 Years	For existing plant attendants who are with us for more than 5 years have been considered with lower qualification. However for future would be ensured.
2	Z-Load Operator	12th Standard + Computer Knowledge	-	Present operators are 10th Standard and for replacement we shall insist for 12th Pass.
3	Sample Boy	10th Standard	-	Sample boys with required qualification and taking up responsibility for XRD & shift only)
4	Fitter (Mech)	ITI	Minimum 1 Years	For our Existing contactor employees we have considered less than five years of experience for non-ITI. For Future requirements if any would ask for minimum qualification and experience as mentioned.
5	Welder(Mech)			
6	Tech (Inst)			
7	Tech(Elect)			
8	Rigger		5 Years	Riggers normally developerd by virtue experience
9	Supervisor	10th Standard	-	Supervisor of unskilled contractor labour for maintaining attendance,records & coordination during operating hours.
10	Plant Attendant		2 Years	For existing plant attendants who are with us for less than 5 years have been considered with lower qualification,however for future would be ensures.
C	Unskilled Manpower:			
1	All Cleaning Labors,helpers & Khalasis are considered for unskilled manpower.			