

SERVICE ORDER



Page : 1/8

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Company

ULTRATECH CEMENT LIMITED
(UNIT: RAJASHREE CEMENT WORKS)
ADITYA NAGAR , MALKHED ROAD
DIST.GULBARGA , KARNATAKA. - 585292
INDIA

Phone : 08441-288888

Fax : 08441-288402

Contact: SANTOSH KUMAR SINGH

Email : santosh.m.singh@adityabirla.com

Vendor Code : 814022

A ONE SALASAR PVT LTD

MULUND LINK ROAD, BHANDUP (W)

MUMBAI - 400078

INDIA

Phone : 022 25660141

Fax :

Email : shefali@aonesalasar.com

Mobile : 7710024022

Contact : HARSH GUPTA

Service Order : RC/RCC/1030544962

Document Date : 30.03.2023

Validity Period : 01.03.2023-31.03.2023

Dear Sirs,

We are pleased to place our order on you for the following materials /services subject to terms & conditions and instructions specified here.

Item	Indent No	Service Code	Item Qty	UoM	Item Price	Disnt	Net Value (INR)
	Date	Service Description			INR	%	(Inc Dis & Oth)
10	21087262		1.000	AU	60000.00		60000.00
	28.03.2023	CONDUCTING E-AUCTION FOR SCRAP ITEMS					
0010			1	AU	60,000.00		
		E-AUCTION SERVICE CHARGES					

Total value of WO in INR(Excluding Duties and Taxes) : 60,000.00

Rupees Sixty Thousand

TERMS & CONDITIONS

Integrated GST : 18 %
Service Location : ULTRATECH CEMENT LIMITED
UNIT: RAJASHREE CEMENT WORKS
ADITYA NAGAR , MALKHED ROAD
DIST.GULBARGA , KARNATAKA. - 585292
Completion Period : 04.04.2023
Insurance of Person : Your Account
Payment Terms : Within 15 Days After Receipt Of Bill

GST DETAILS

GSTIN No : 29AAACL6442L1Z6
Income Tax PAN Number : AAACL6442L
Vendor's PAN No : AAOCA5506C
Vendor's GSTIN No : 27AAOCA5506C1ZV

The quantity shown in the PO is completely indicative. Payment will be made as per actual quantity executed duly certified by the user dept.

1.0 SCOPE OF WORK:

Regd Off : Ahura Centre , 2nd Floor , B Wing , Mahakali Caves Road , Andheri(east) , Mumbai-400093.
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1. Work order for conducting e-auction for disposal of surplus/obsolete/scrap items from time to time.
2. List of such items and tentative quantity shall be provided by UltraTech Cement Ltd Unit: Rajashree Cement Works, Malkhed from time to time. For items like (Tarpaulin, Conveyor belt, Packing wood, Oil and grease barrels, HDPE Rapper, Imported Bricks, (Indian Bricks.)
3. You can select vendors from your data bank and enquiry will also be sent to the vendors as per list provided by us from time to time.
4. You shall provide proper platform, training and support to all the registered eligible vendors (as approved by us) during bidding process to ensure trouble free bidding.
5. If due to system failure or for any other reason, you will not be able to conduct auction properly then you have to conduct e-auction again without levying any additional charges.
6. UltraTech Cement Ltd Unit: Rajashree Cement Works, Malkhed shall issue sale order to the successful bidder.
7. RCW reserve the right to accept or cancel the e-auction. In case of cancel the e-auction, Re-auction to be conducted.
8. Before participation in e-auction the party should inspect the lots at RCW site.
9. Wearing shoe, helmet, jacket is mandatory while entering into the plant area.
10. FEES:
You shall be paid service charges @ 0.25% on the successful basic sale value (excluding duties & taxes). However, service tax, if any, shall be paid extra at the time of payment.

2.0 PAYMENT TERMS:

1. The payment of service charges together with service tax, if applicable, shall be paid on basic value against each items/lot on completion of sale transactions and receipt of 100% payment from the purchaser, on monthly basis within 15 days of submission of your bills.
2. GST extra as applicable during the period of service execution.
3. TDS: Tax will be deducted at Source from your bill and the TDS Certificate will be issued to this effect at the end of the financial year.
4. The amount/quantity shown above is only indicative, you will be paid as per the actual work done and billed.

3.0 SPECIAL INSTRUCTIONS:

1. RCW reserve the right to accept or cancell the e-auction. In case of cancell the e-auction, Re-auction to be conducted.
2. Before participation in e-auction the party should inspect the lots at RCW site.
Wearing shoe, helment, jacket is mandatory while entering into the plant area.

4.0 TERMINATION OF CONTRACT:

This contract shall be terminated on the following considerations without any notice:

1. If you are found guilty by court of law and the offense involves moral turpitude.
2. If you indulge in Mal-practices such as bribery, corruption, fraud, pilferage etc.
3. If you are declared bankrupt, insolvent, wound-up, dissolved or partitioned.
4. If you are found to have substituted or damaged or disposed of material or document from any employee of the company.
5. If you are found to have obtained, by questionable means, copies of any document from any employee of the company.
6. If you submit any fake or false documents or certificate for getting the contract.
7. If you are persistently violating or circumventing the provisions of labour laws, even in spite of warnings.
8. If you are persistently refusing to return company's dues.
9. If you indulge in anti-management activity of any kind.
10. 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.
11. In any case, this contract can be terminated by either party by giving 30 days# notice to other without assigning any reason.

5.0 DISPUTES & JURISDICTIONS:

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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 Gulbarga city. 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 Gulbarga City.

6.0 CLAUSE OF FORCE MAJEURE:

If due to any reason beyond our control such as plant stoppages, acts of God, natural disasters, wars, riots, floods, earthquakes, pandemic etc. or any other reason beyond our control, we may not be able to implement this contract. You will have no claim on us for implementation of this contract during such period of force majeure.

7.0 ARBITRATION:

If any disputes arise between the parties, the dispute will be referred to sole arbitrator nominated by the RC management and his decision will be final.

8.0 RISK PURCHASE CLAUSE:

In the event of your failure or delay to execute the order completely as against stipulated delivery period we have the right to make an alternative arrangement to complete the service without assigning any reason thereof and the additional liabilities will be borne by you.

9.0 SAFETY REQUIREMENTS:

- A. Contractor/ Vendor shall ensure that they take all required safety precautions in carrying out the work awarded under this work order at our premises, as per the guidelines set by our Safety department. Necessary approvals/ clearances are to be obtained from our concerned Section In-charges before commencing the job.
- B. Contractors to ensure that the PPE are used by the personnel while on work. Rajashree Cement works shall not be responsible in any way for any accident/ injury (including fatal accident) to the contractor#s / vendor#s personnel while at work at RC's premises.
- C. Order may be terminated without any notice on non-satisfactory performance with respect to ABG safety standard requirements.
- D. RCW shall not be liable for any cost towards same.

10.0 SAFETY COMPLIANCES:

- A. You should maintain safety plan as per Aditya Birla Group#s customized Safety plan.
- B. You should abide by ABG#s EHS mandatory requirements, failing which your contract can be terminated.
- C. Each contractor must depute safety steward for every 50 workers. Deviation from this requirement is strictly prohibited. Safety stewards will be deputed only after competence assessment through test. Subsequently, they will need to be assessed once in every six months for two years and thereafter once in every year.
- D. You have to depute following safety steward / Officer/Manger as per your Manpower deployment around the clock for execution of job for monitoring and following the safety norms and standards as per UTCL, failing which this contract will be terminated.
 - (i) Safety Supervisor required based on 1:30 manpower (Required: One Person Qualification: ITI / 10+ 2(Science) / Diploma / Necessary legal certifications wherever required. Experience: 10 / 15 / 3-4 Yrs.)
 - (ii) Safety Steward required based on 1:50 manpower required: One Person Qualification: 10+ 2 (Science) / ITI Experience: 5 / 5 Yrs.
 - (iii) Safety Manager required based on 100 and above manpower Qualification: BSC or BE + Diploma in Safety Experience: 10 Yrs.
 - (iv) Safety Officer Required One for every additional 300 manpower (No officer till 300 manpower). Qualification: BSC or BE + Diploma in Safety Experience: 3-4 Yrs.
- E. You shall follow all Road Safety Standards which are in force in the company.
- Note: For manpower from 100 to 300 one Safety Manager, for manpower above 300 up to 600 one additional safety officers and every additional 300 manpower one additional safety officer.
- F. You should provide orientation/induction training to your entire work force prior to deploying them on the entrusted job.



- G. You should conduct weekly safety meetings, daily tool box meetings, and monthly gate meetings as per the requirements of our safety plan.
- H. You should ensure proper housekeeping at the work sites, ensure segregation of waste at prior identified locations.
- I. You should thoroughly assess the work scope properly & understand the hazards and risks associated with the job and carry out risk mitigation measures.
- J. You should carry out proper safety planning for the work scope involved, which includes but not limited to proper access, proper exits, assembly point, storage areas, waste disposal, movement of manpower and equipment, inspection schedules of plant and machinery, rigging plans etc.
- K. You should ensure deployment of skilled and competent personnel for welding, crane operations, equipment operators, riggers, electricians etc.
- L. You should submit work method statements, safe operating procedures and SWP of your company which will be reviewed and approval by concern in charge.
- M. You should obtain work permits from our plant prior to starting the job.
- N. You should ensure that all of your workforce working at heights and specifically trained and should be medically certified by Registered Medical Practitioner.
- O. You should ensure that your workforce should use proper scaffolds of approved quality and not using temporary work platforms.
- P. You should ensure that all of your workforces are provided with approved PPEs only.
- Q. You should comply with the EHS requirements stated by our plant.
- R. Your rate also includes cost for complying the safety requirements of Plant.
- S. List of safety equipment like safety goggle, shoes, gloves, helmet, full body harness etc as mention in SWP to be used by party during execution of work.
- T. Penalty will be imposed against violation of rule and regulation related to safety Standard of RC.
- U. All Tools & Tackles (Including lifting & Loading equipment) should have valid Latest Test Certificate and as per ABG standards.
- V. All the welding machines should have Test Certificate and be in proper conditions as per ABG standards. The machine should have proper fittings for connections.
- W. You will submit list of all Test Certificates to our Safety Manager, after clearance by him only you will be allowed to use the same.
- X. Wherever crane services are required/utilized, should be with valid Load Test Certificate.
- Y. Contractor has to strictly comply with "SAFE WORKING PROCEDURE" provided by the user department.
- Z. The contractor will be allowed to work during nights / Sundays. However, contractor shall be responsible for all legal compliances including safety.

11.0 INFORMATION SECURITY:

- A. You will ensure that the information received from Rajashree cement works in connection with the services being provided by you are kept confidential all the time and not be shared/disclosed to any one in any form without prior written consent from us.
- B. You will ensure that the personal background is maintained for the individual person deployed by you in our premises and this information would be provided by you as and when required by us.

12.0 LEGAL / STATUTORY REQUIREMENTS:

- A. Contractor shall have self PF & ESI establishment code and a copy of the same is required to submit at the time of engagement.
- B. You shall obtain license from licensing authority under the Contractor Labour (Regulation & Abolition) Act 1970 and all other act applicable time to time.
- C. You shall not entertain / engage any subcontractor 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 liability.
- D. You have to ensure PF & insurance coverage of your workers before starting of job in plant premises.
- E. It is mandatory to produce minimum 2 Identity Proofs (in which Adhaar Card is must), Bank Account number and mobile number of each of your workers under your contract at the time of Gate Pass preparation, as without that the gate pass formalities will not be processed.



- F. You have to ensure opening of PF & ESI accounts of your workers before deployment of any working crew in plant premises.
- G. You have to produce the statutory compliance of all applicable, which will be checked & verified by the ER Dept. on monthly basis without fail. In case of non-compliance, suitable penalty / actions will be taken against you.
- H. You have to ensure your complete Contract Labour Management Activities right from deployment to the bill process including verification of the statutory documents through Kronos System. The concerned from the CLS will educate about the system during initial Orientation.
- I. You have to ensure that all your workmen are well educated about safety.
- J. After completion of Jobs / full & final settlement, proper communication should be given.
- K. This Work Order gives the contractor a mere license to enter in to 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.

13.0 GENERAL TERMS AND CONDITIONS:

- A. 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.
- B. 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 on him, quit and remove his servant/agents/persons from the premises of the Company peacefully.
- C. Any act on the part of the contractor of 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.
- D. Without prejudice to what is contained herein above, the Company has sole and absolute discretion to terminate this Work Order forthwith without notice or payment of compensation in lieu thereof, if, in the opinion of the Company (which shall not be called in question by the Contractor and shall be binding on the Contractor) the contractor fails or refuses to implement this Work Order to Company's satisfaction, the Contractor commits breach of any of the terms and conditions of this Work Order, the Contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or executive or other process is levied upon or a receiver is appointed of any part of the assets or property of the Contractor or for any reason whatsoever the Contractor becomes disentitled in Law to perform his obligations under this Work Order or there is any variation in the ownership/partnership or management of the Contractor without prior approval in writing of the Company to such variation.
- E. It is, hereby, declared that the Contractor for the purpose of this Work Order is an independent Contractor 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. On such occasion, the contractor shall be responsible for payment of all legal dues to his staff including payment or retrenchment, compensation etc.
- F. All notices under this Work Order shall be in writing and shall be served either by 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.
- G. This is not an exclusive contract with you for this activity and notwithstanding anything contained herein and without any prejudice to our rights under this agreement, we shall be free at our option to carry out the above mentioned services from any other source.

14.0 MANAGEMENT SYSTEM REQUIREMENT.....



As RC unit having the following ISO certification to ensure the system requirement, you are also equally important to follow the requirements of the system and inform you and the interesting parties also.

A. Environmental Management System

Ultra Tech Cement Limited, Rajashree Cement Works has implemented an accredited Environmental Management System confirming to ISO 14001:2015. You are requested to get in touch with the concerned Section-in-Charge, Head of the Section or Head of the Department to understand the environmental aspects of the activities that you may carry out at our works, if any. In such a case you are required to give an undertaking that you will abide by the instructions given to you. ISO 14001:2015 # Contribute for the environment by recycling the resources and inform the concern about the environment while disposing the any waste which are directly effecting to the environment.

B. Social Accountability

SA 8000:2008 # Which explain about the social accountability in this regard NO CHILD LABOUR to be deployed.

C. Quality Management System

ISO 9001:2015 # You have to ensure all required material being supplied as per the standard/requirement.

D. ISO 45001:2018

The health and safety of every person to be addressed and follow the health & safety requirement namely transporting HAZ material being following required documents like TREM CARD, permit of the vehicle, carry of cylinder as per the Rule of 2004, check for proper dates towards manufacturing dates & expiry along with Material Safety Data Sheet (MSDS).

15.0 NDA CLAUSE:

Contents of this document are not supposed to be divulged / disclosed / copied and parted to any other party without our consent. Any violation to this condition shall be construed as a breach of contract.

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.

ORDER ACCEPTANCE:

You will provide 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 by mail), failing which the Order will be treated as accepted by you

ACCIDENT/DAMAGES COMPENSATION:

In case the accident involving the contractors vehicle is caused due to negligence or otherwise either by the contractor's employee or by any workforce engaged by the contractor, then the contractor shall bear for all the cost incurred by UTCL for such incidents and UTCL shall proceed against the contractor for damages.

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**GST:**

You will raise the Tax Invoice in the format prescribed as per GST Laws along with prescribed documents for movements of goods and ensure to upload the required data timely in GSTR-1 and GSTR-3.

If GST is payable under reverse charge by UltraTech, then same should be mentioned on Invoice by you.

In case of any advance payment, you shall raise the necessary document and ensure the compliances as required under GST Law.

In case of any loss to UltraTech on account of non-compliance from your end e.g. incorrect declaration, failure/delay in deposit, failure/delay in upload of transaction, confiscation of goods by Govt. due to improper documents during movement etc. the same shall be recovered from you along with interest/penalty, if any.

Where ever applicable, UTCL shall deduct tax at source under the GST Laws at the rates prescribed.

On the implementation of GST, you will pass on the direct/indirect benefits accruing to you. This would include benefit pertaining to input tax, reduction in your cost of input material due to GST, reduction in effective tax rates etc.

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 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. In any case, you would hold UltraTech Cement Ltd harmless and that you shall be required to indemnify UltraTech Cement Ltd for any loss suffered by UltraTech due to non-issuance of e-Invoices by you.

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.

TCS Clause:

Further as per newly enacted provision 206AB/206CCA of IT Act, UltraTech 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/s139(1) of IT Act. In the absence of PAN, TDS would be deducted at higher rate u/s206AA of the IT Act. The supplier shall give the declaration (with supporting) as per format provided by UltraTech declaring the fact about filing of return of Income and compliance of section 206AB/206CCA of the IT Act.

SAFETY:

You will follow the safety norms as per UTCL standards.

We require order acknowledgement immediately .



**For ULTRATECH CEMENT LIMITED
(UNIT: RAJASHREE CEMENT WORKS)**

LALIT SHARMA
SECTION HEAD (MATERIALS)