

## USHA MARTIN LIMITED

## West Bengal Non-ISD Plant

2A, Shakespeare Sarani, Mangal Kalash , West Bengal , India , 700071 .

Tel.No: FAX No: Website: www.ushamartin.com

<b>Vendor Code</b> : 1102078001	<b>Order No</b> : 4517000599	<b>Date</b> : 27.03.2024
<b>Vendor Name</b> : SWITCHING AVO ELECTRO POWER LTD	<b>Amendment No</b> : 0	<b>Date</b> :
	<b>Offer/Ref No</b> :	<b>Date</b> :
<b>Vendor Address</b> : 97 RAJA RAM MOHAN ROY ROAD, KOLKATA-700041KOLKATA,West Bengal,700041	<b>Validity Start / End</b> : 01.04.2024 / 31.03.2025	
	<b>PO Category</b> : Service	<b>Curr.</b> : INR
<b>Vendor Contact</b> : 033-65181192/9804157432	<b>Buyer Name</b> : Sanchaita Sengupta	
<b>Vendor Email</b> : prasenjit.misra@avoups.com	<b>Buyer Contact</b> : 033-71006541	
<b>Contact Person</b> :	<b>Buyer Email</b> : sanchaita_sengupta@ushamartin.co.in	
<b>GSTIN (Invoicing Party)</b> : 19AAICS2473C1ZC	<b>TIN No</b> :	
	<b>GSTIN of Business Party</b> : 19AAACU2339M1Z0	
<b>GSTIN (Main)</b> : 19AAICS2473C1ZC		
<b>Vendor Type</b> : Registered		
<b>PAN No</b> : AAICS2473C		
<b>MSME Reg. No.</b> : Not Applicable		

PLEASE SUPPLY THE FOLLOWING AS PER OUR TERMS & CONDITIONS MENTIONED OVERLEAF,. NON-ACKNOWLEDGEMENT OF THIS ORDER WITHIN 7 DAYS WILL BE CONSIDERED AS ACCEPTED BY YOU.

Line Item	Service Code	Service Description	UoM	Qty.	Price	Discount Value	Delivery Date	Basic Value	Net Value
10		AVO SWITCHING UPS AMC	AU	1,000			31.03.2025		60.100,00
Line text AVO SWITCHING UPS AMC RENEWAL FROM 01.04.2023 - 31.03.2024									
10/10	3400000031	AMC OF UPS	AU	1,000	60.100,00	0,00	31.03.2025	60.100,00	
CGST Rate: 9,00 %									5.409,00
SGST Rate: 9,00 %									5.409,00
HSN / SAC Code:		998719							
Service Type									
Long Text		AMC OF UPS							
Po text									
Total Value (in INR)								60.100,00	60.100,00
Total GST Value (in INR)									10.818,00
Total Order Value:									70.918,00

Total Value in Words: SEVENTY THOUSAND NINE HUNDRED EIGHTEEN RUPEES ZERO PAISA

Header Text : Order finalized as per offer no-Ref :- PM/QT/AMC-UPS/R292/23-24 date- March 04th , 2024

Header Note : AVO SWITCHING UPS AMC RENEWAL FROM 01.04.2024 TO 31.03.2025

TDS Deduction : TDS to be deducted as applicable and the necessary documents for the said deduction to be issued accordingly.

USHA MARTIN HAS THE SOLE AUTHORITY TO TERMINATE CONTRACT WITH 30 DAYS NOTICE.

Terms of payment : PAYMENT will be Half Yearly in advance

Payment Terms : 100% against Proforma Invoice

Inco Terms : SOW

For Usha Martin LTD.

  
AUTHORISED SIGNATORY

**USHA MARTIN LIMITED****West Bengal Non-ISD Plant**

2A, Shakespeare Sarani, Mangal Kalash , West Bengal , India , 700071 .

Tel.No: FAX No: Website: [www.ushamartin.com](http://www.ushamartin.com)

PO No : 4517000599

PO Date : 27.03.2024

**Incoterm Condition** : SERVICE AT OUR WORKS

Dispatch intimation to Store : You are requested to inform full dispatch details telegraphically / Email to the Store Department at our works.

Please submit Tax Invoice as per GST at the time of supply .

**For Usha Martin LTD.****AUTHORISED SIGNATORY**

# **STANDARD TERMS & CONDITIONS OF PURCHASE ORDER (SERVICE)**

1. Acceptance: Acknowledgement of acceptance of this Purchase Order ("Order") shall be sent through email / courier to the Order Placing Authority i.e Usha Martin Kolkata / Ranchi / Hoshiarpur ("UML") within 7 days from the date of receipt of the Order, failing which, it shall be deemed that the Order has been accepted by the Vendor / Supplier in full. UML may withdraw this Order any time before acceptance. The Order Number and Date shall be quoted in all correspondences including despatch documents and invoices.
2. Delivery:
  - (i) UML's schedules are based upon the agreement that services will be delivered to UML within the dates specified on the face of the Order. Time is therefore of the essence and if services are not delivered within the time specified hereon, UML shall have the option either to (a) reduce the price @ \_\_\_% of order value per week/month or part thereof subject to a maximum of \_\_\_% of the the order value or (b) reject such services and cancel the Order and avail services from alternative source at the risk and cost of the vendor / supplier. UML shall not be liable to vendor / supplier for loss or anticipatory profits, nor any other incidental or consequential damages. When exercising its right to obtain services from another source / vendor, UML shall send a 15 day notice to the vendor / supplier. The vendor / supplier agrees that any extension of time granted by UML for delivery shall not prejudice the rights of UML under this Order or as per the law in force. The acceptance of later or defective deliveries shall not be deemed a waiver by UML of its right to cancel this Order or to refuse to accept further deliveries.
  - (ii) All incidental items not specifically mentioned in the order but reasonably implied necessary for successful completion of the work shall be provided by Vendor / Supplier.
  - (iii) Unless and otherwise specified, mere availing services shall not tantamount to acceptance of service by UML. UML shall have the right to verify the services provided. UML's decision regarding acceptance or rejection shall be final.
  - (iv) If services are rejected, UML shall have the right to recover/adjust from any payment already been made to the vendor / supplier.
  - (v) In case the services availed is found to be deficient, UML shall have the right to realise the value of such deficient services from supplier.
  - (vi) The provisions of above paragraphs shall not limit or affect UML's right to terminate this Order for deficiency of vendor / supplier.
  - (vii) The vendor / supplier shall ensure that during transportation, all requisite valid legal documents including but not limited to valid pollution clearance certificate are available with the transporter / vehicle.
  - (viii) No charges will be allowed to vendor / supplier Seller for packing, breaking, freight, express, or cartage unless stated herein.
3. Price: The Price mentioned in the Order will remain firm and fixed till complete execution of Order unless specified otherwise elsewhere in the Order. However statutory variations, if any, taxes, duties and levies during contractual delivery period only, may be considered against documentary evidence at the sole discretion of UML. UML will not pay any additional charges that have not been specified in this Order. No claim will be admissible in case of extra work being incidental to the work however admission of service will depend upon the nature of service and shall solely be decided by UML. Unless otherwise specified, all bank charges at the vendor / supplier's end will be to the vendor / supplier's account.
4. Payment:
  - (i) The Tax Invoice submitted by the Vendor / Supplier shall include Purchase Order No, ESI Code, PF Code, PAN and GST No.
  - (ii) The Vendor / Supplier shall send one set of Tax Invoice (in triplicate) along with Service Challan to the Accounts Department of UML at its Registered Office as well as Order Placing Authority in UML.
  - (iii) Payment will be made by UML after submission of the Tax Invoice and approval by the concerned user department.
  - (iv) Applicable tax will be deducted as per prevailing government rules.
  - (v) The vendor / supplier shall raise proper Tax Invoice for the service provided and such Tax Invoice shall contain all required details including but not limited to GST Registration Numbers of both UML and the Seller, the rate of GST applicable as per the GST Tariff and the amount of GST, etc. in accordance with the Goods & Service Tax (GST) Act and Rules made thereunder, as amended from time to time. The vendor / supplier shall pay the GST amount shown in the invoice within prescribed due date to the Government Exchequer and also file the relevant Returns promptly within prescribed due date so that UML can obtain credit of the GST amount shown in the Tax Invoice. In case of failure on part of the vendor / supplier to comply with its obligations under the applicable provisions of GST Law which results in UML being unable to obtain or claim Input Tax Credit, UML shall have the right to recover such amount from the vendor / supplier.
  - (vi) The vendor / supplier shall mention full bank particulars like Name of Bank, Branch Address, Account Number, RTGS / NEFT / IFSC Code on all tax invoices.
  - (vii) The vendor / supplier shall comply with the e-Invoicing procedures whenever the same is made mandatory by the Government.
  - (viii) The vendor / supplier shall provide e-way bill whenever there is any movement of goods even as a part of service.
5. Warranty: The services provided shall conform to specifications for satisfactory performance under normal conditions. Vendor / supplier shall warrant that the services provided hereunder will be performed in a professional and workmanlike manner and reflect competent professional knowledge and judgment. If any portion of the services fails to comply with this warranty obligation and Vendor / Supplier is so notified in writing, the Vendor / Supplier will promptly re-perform such portion of the Services without additional compensation from UML or if re-performance is impossible or commercially impracticable, UML and Vendor / Supplier shall meet and discuss in good faith an equitable way to resolve such matter in order to place UML in as good a position as UML would have been in had there been no such breach of the warranty obligation. If the Parties are unable to resolve such matter in a manner reasonably acceptable to both Parties, then either Party may initiate the dispute resolution procedures set herein under. Services provided hereinunder will not infringe or misappropriate any third party's patent or other intellectual property rights. This warranty shall survive any verification, inspection, delivery, acceptance or payment by UML of Services. Repairing of goods electrical / mechanical warranty will be similar to warranty provided by OEM OR any faulty design, wrong specification, defective materials or poor workmanship for a period of 12 months from the date of the goods being put to use / installed.
6. Hazardous goods: The vendor / supplier agrees to provide, upon and as requested by UML, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain any particular hazardous substances specified by UML. When transporting any hazardous goods, a copy of Material Safety Data Sheet (MSDS) should be available with the transporter / vehicle.
7. Compliance with Law: The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules,

regulations, ordinances, sanctions, permissions, notifications, circulars or other requirements of the local, state and central government and all its departments thereof which now govern or may hereafter govern the services provided under this Order. Non-compliance by Vendor / Supplier of applicable laws in force shall not be the liability of UML. This compliance shall include regulations relating to the workplace, consumer safety, environmental protection, transportation, labour payments, welfare, health & compensation particularly:-

- i. PF / ESI code should be in the name of Vendor / Supplier and compliance with the provisions of relevant corresponding acts / rules.
  - ii. Registration and compliance with provisions of Contract Labour Regulation & Abolition Act 1970 and rules made thereunder.
  - iii. Labour shall be covered under the provision of Minimum Wages Act and the supplier has to comply with the same as its own compliance.
  - iv. Maintenance of necessary registers & records prescribed under applicable labour laws.
  - v. Submission of documents with UML to prove that all statutory payments have been made to enable UML to reimburse the actual payments against the above statutory payments after due verification against individuals (Name; PF & ESI Code) engaged by Vendor / Supplier.
  - vi. Compliance with applicable provisions of all environmental Acts, Rules & Regulations and ensure environmental conservation.
8. Standard Operating Procedure:
- i. Total job-work will be done inside the UML factory only and the vendor / supplier will maintain the record of job/(s) done and provide the same to UML for approval.
  - ii. All jobs will be carried out as per the direction of concerned UML user department.
  - iii. Required tools and equipment for completion of jobs will be supplied by the Vendor / Supplier. All required consumables will be supplied by UML after approval of concerned UML department
  - iv. The Vendor / Supplier will inform UML in advance the name of employees who will be coming inside the factory premises for carrying out the job to enable UML to arrange the requisite gate pass. No person will be allowed to enter the factory premises without proper gate pass.
  - v. The Vendor / Supplier shall ensure safety of its employees as well as the safety of UML property. Work order requirements have to be followed for safety purpose. The supplier will be solely responsible for all damages that may be caused to UML property / equipment during the course of execution of the job. UML representative shall assess damages & value thereof which shall be recovered from the Vendor's bill & will be final and binding upon the Vendor / Supplier. No disputes whatsoever will be entertained on this account.
  - vi. The Vendor / Supplier shall be responsible for the conduct and behaviour of your employees while they are inside the factory.
  - vii. The Vendor / Supplier will provide technical personnel at site for execution of contract job with proper supervision of work within the specified quality / time frame.
  - viii. All norms and procedures for maintaining hazardous, green environment and preservation of natural resources should be followed by Vendor / Supplier.
  - ix. The Vendor / Supplier shall have environmental management system (EMS) in place.
  - x. The Vendor / Supplier shall compulsorily follow all guidelines issued by central and state authorities in providing masks and gloves to the workers deployed in UML along with necessary sanitizing measures, maintain social distancing and before deploying them each day, their body temperature shall be measured before entering the UML premises.
  - xi. All workers should have necessary medical fitness certificates from a qualified doctor.
  - xii. The Vendor / Supplier shall provide mandatory insurance coverage to the deployed workers in UML covering health, accident and death. UML shall not be responsible for the insurance and /or any liability in this regard of the workers.
9. Indemnification: The vendor / supplier will indemnify, hold harmless, and defend UML from all liability for loss, damage or injury to person or property in any manner including third party costs arising out of or incident to the performance of the Order.
10. Delegation Assignment. The vendor / supplier shall not delegate or assign any duties or claims under this Order without UML's prior written consent. Any such delegation or assignment attempted without UML's previous written consent shall effect, at UML's option, a cancellation of all of UML's obligations hereunder. All claims for moneys due or to become due from UML shall be subject to deduction by UML, for any setoff or counterclaim arising out of this or any other of UML's orders with vendor / supplier, whether such setoff or counterclaim arose before or after any such assignment by vendor / supplier.
11. Conflicting Terms: If terms of this Order do not appear on or agree with vendor / supplier's invoice as rendered, the vendor / supplier agrees that UML may change the invoice to conform to this Order and make payment accordingly.
12. Modification: UML shall have the right to make, from time to time changes to testing, verification, destination, specifications and delivery schedule under intimation to vendor / supplier. Vendor / supplier shall immediately notify UML of any increase or decrease in costs caused by such changes and an equitable adjustment of prices or other terms thereof shall be agreed upon in a written amendment to this Order. No modification or waiver of the terms or conditions thereof shall be binding as vendor / supplier and UML, unless approved in writing by an authorized representative by both parties. Other terms and conditions of the enquiry including agreed variation in writing, if any, to the extent not covered here will also be applicable to this Order.
13. Force Majeure: Neither party shall be liable to the other for any delay or failure in performing its obligations under this Order to the extent such delay or failure is caused by an event or circumstance that is beyond that party's reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strikes, embargoes or industrial disturbances. Vendor / Supplier's economic hardship, labour difficulties or changes in market conditions are not considered Force Majeure Events. Vendor / supplier shall use all diligent efforts to immediately notify UML in writing of any actual or potential Force Majeure Event, and the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Order. If a Force Majeure Event prevents vendor / supplier from carrying out its obligations under this Order for a continuous period of more than fifteen business days, UML may terminate this Order immediately by written notice.
14. Termination: Notwithstanding anything mentioned hereinabove, UML shall have the right to terminate or cancel this Order at any time without assigning any reason or notice during validity period of Order.
15. Cumulative Remedies: The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or otherwise.
16. Dispute Resolution: In the event of any dispute, difference, claim or question at any time arising between the Parties in connection with or arising out of, this order, including any question regarding its existence, validity or termination ("Dispute"), a designated senior officer from each Party shall promptly meet and attempt to negotiate in good faith a reasonable and equitable solution for such Dispute. If the Parties are unable to resolve the Dispute within a period of 15 days then the Dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time). The Arbitral tribunal shall consist of arbitration panel 1 (one) Arbitrator appointed by UML. The seat of arbitration shall be in Kolkata and the language of the arbitration shall be English. The award passed by the arbitrator shall be binding on the Parties.

17. Governing Law: This shall be governed by the laws of India. The courts at Kolkata shall have an exclusive jurisdiction to entertain any matter arising out of or in connection with the Order.