

**SWITCHING AVO ELECTRO POWER LI**
**230 S. N ROY ROAD KOLKATA (REGD. OFFICE) 97 RAJA RAMMOHAN ROY ROAD KOLKATA-41 ( H.O) KOLKATA**

Vendor GST : 19AAICS2473C1ZC

State Name : WEST BENGAL

MSME No :

Phone No. : 9875398811

Mail Id : prasenjit.misra@avoups.com

Order No. : 5300008451

Order Date : January 02, 2024

Company Representative : Asim Pal

Phone No. : 9231692586

Mail Id : asimpaul@starcement.co.in

Validity Date : From 02.01.2024 To 31.12.2024

With reference to your offer , we are pleased to issue our "Service Order" for the service(s) as per specification & quantity mentioned below and terms & conditions mentioned over leaf. Please return a signed copy of order documents as a token of your acceptance .

Item No.	Service No	Service Description	HSN/SAC	Indent No/ Quotation No.	UOM	Quantity	Rate (in INR )	Disc%	Discount (in INR )	Amount (in INR)	Tax Rate & Amount (in INR)
10		AMC FOR 10 KV UPS SILIGURI OFFICE		1200005473	AU	1	14,500	0	0	14,500	
1010	SER0000531	AMC of UPS 10 KVA	998719		EA	1	14,500	0	0	14,500	CGST(9.%) -1305.00 SGST(9.%) -1305.00

**Terms And Conditions:**

Price basis F.O.R.: Jalpaiguri

Freight: Inclusive

GST: Extra as applicable or as mentioned in our PO.

AMC Period : January 2024 to December 2024.

Payment: 100% agt.Proforma Invoice.

**Service(s) should be despatched along with 2 copies of Invoice , photography of order & necessary documents .**

In case supplier find any problem to supply the ordered service(s) to consignee address then the same may be deliver or despatch to our Guwahati address after taking consent of Purchase Personnel.

**Payment equivalent to GST amount of the Invoice will only be released upon confirmation of your filling GSTR-1and deposition of due amount.**

Deliv. date: Jan 5, 2024

**Basic -** 14,500

**CGST -** 1,305

**SGST -** 1,305

**Transporter:**

Rupees SEVENTEEN THOUSAND ONE HUNDRED TEN Only	Total Order Value : 17,110 INR
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**Invoice to - Ship to Address:**

SCL Branch Office - Siliguri

MOHIT NAGAR JALPAIGURI WEST BENGAL 735102

**GST No.:** 19AACCC1465A3Z2

**State Code:** 19

This is system generated print . Signature is not required.

**Authorized Signatory**

# GENERAL TERMS & CONDITIONS OF SUPPLY

Unless otherwise stated specifically following general terms and conditions will be applicable with this purchase order.

## **1. Price:**

- All rates stated in this order are F.O.R. Store, Lumshnong / Guwahati / Sonapur.
- No charge will be allowed for packing charge unless specified on order.
- No revision of price will be permitted during the period of the contract.
- Tax: As per P.O. IGST/ GST at the prevailing rate/ will be applicable as inclusive as specified in the PO.

**2. Price Variation:** The above prices are firm and not subject to any variation what so ever.

**3. Documents for Payments:** Seller has to submit at Purchaser's office at Kolkata

/ Guwahati / factory Store the following documents along with Tax invoices within 48 hours from the date of dispatch.

- 1) Tax invoices
- 2) Photo Copy of Guarantee / Warranty Certificate
- 3) Consignment Note
- 4) Weightment Slip (if applicable)
- 5) Packing list and
- 6) Photo copy of PO and with amended copy of PO, if any.

**NB:** Credit Period will be calculated from the date of receipt of documents for Payments at respective location, i.e. Kolkata / Delhi / Guwahati / Lumshnong.

**4. Insurance:** Transit insurance shall be arranged by us. However, seller will provide us the dispatch details. If any equipment/part is lost / damaged during transit, Seller will provide all necessary assistance and co-operation for speedy settlement for the claims.

## **5. Penalty:**

- All rejected materials would be returned to the seller immediately on rejection at Seller's cost.
- In the event of Seller's failure to supply the goods on time, the Purchaser reserves the right to purchase goods from the market on seller's risk and cost.
- If the purchaser finds that the materials supplied are not of the contracted quality or not according to the specification required or received in damaged or broken condition, the Purchaser shall be the sole judge and entitled to reject the materials, cancel the contract and buy its requirement in the open market on Seller's risk and cost. The seller will make arrangements to remove the rejected materials; otherwise they will be lying entirely at Seller's risk and responsibility.
- All demurrage and similar charges which purchaser has to undergo on account of Seller's failure to book the goods in accordance with order or due to late delivery of the Railway Receipt / Consignment Note, shall be borne by the Seller.

**6. Invoicing:** The invoicing has to be done in the name of "Purchaser". Seller must send Invoice accompanied with documents as mentioned in point 3 above.

**7. Inspection:** The Purchaser will make inspection of goods at their factory and their report will be considered as final and binding on both parties. In case of forging, casting etc., if any defect is detected during machine operations such as castings/forgings will be rejected. In case of inspection at Seller's site, then:

- 10 days advance intimation should be given to Purchaser for sending inspector(s).
- Inspected material duly approved by inspector(s) may be dispatched along with Inspection Certificate or Joint Inspection reports, as the case may be.
- In case any drawing/sketch is involved in the supply, seller should be in a position to present the same to our inspector(s) at the time of inspection for his/their verification.
- In case the supplies call for any specific Test Report by any an institute/Laboratory, the same should accompany along with the dispatch document, failing which the materials will be liable for rejection at Purchaser's end.

## **8. Delivery:**

- The date of delivery of materials as stipulated in "Purchase Order" shall be deemed as the essence of the contract and delivery of materials must be completed within the date specified.
- In the event of failure to deliver the materials within the stipulated date / period in accordance with the sample or specifications mentioned in the supply order, Purchaser has the right;
  - To recover from the seller as liquidated damages, at the rate of 0.05% of the PO value excluding tax for every week of delay subject to a maximum of 10% of the PO value excluding Tax.
  - To cancel the supply order or a portion thereof and if so desired and to purchase the materials at seller's risk and cost from any other source.

## **9. Packing Instruction:**

- A complete list of contents in each package will be prepared and one copy should be sent with the materials and another copy will be forwarded along with Invoice.
- Packages containing articles liable to be broken by rough handling should be marked with cautionary works like Fragile, Handle with care. Weight of each package should be mentioned on package.

## **10. Payment Procedure:**

- Payment will be calculated on actual rate and quantity received and accepted by Purchaser's work and their records will be considered final and decisive in this respect.

- Payment may be withheld till execution of this order to the Purchaser's satisfaction. No interest will pay on outstanding amount.

**11. Address:** Unless specially stated all communications in regard to this purchase order should be addressed to "Purchaser", Satyam Towers 3, Alipore Road, Flat No. 9B, 1st Floor, Kolkata – 700027 OR 2nd Floor Mayur Garden, G. S. Road, Guwahati – 781005.

**12. Order Acceptance:** The Seller on receipt of PO will give order acceptance. In case

the supplier raises a proforma Invoice for Advance Payment or supplies the Materials as per PO it will be treated as deemed acceptance of PO and its terms & Conditions.

## **13. Quantity Order:**

- In case of strike, shortage of labour, lockout, breakdown, accident of other unforeseen contingencies of whatever nature causing stoppage of production at purchaser's work, the purchaser reserves the right to cancel or modify the order without being liable for any compensation and / or claim of any description.

- Goods rejected for any reason will be returned to seller with charges for transportation both ways plus labour, reloading etc. to Seller's account. The rejected materials are not to be replaced except upon receipt of written instruction of the purchaser.

**14.** The warranty period shall eighteen months from the date of last dispatch or 12 month from the date of commissioning whichever is earlier.

**15. Technical Parameters:** Seller will submit the Purchaser necessary (A) GA Drawings, (B) Equipment Drawings, (C) Auxiliary Equipment Drawings, (D) Electrical Circuit Drawings, (E) Equipment Specifications, (F) Auxiliary Equipment Specifications, (G) Recommended Spare List, (H) Critical Spares List, (I) Specifications & Drawings.

**16. Technical Particulars:** The materials contained in this purchase order shall confirm to the relevant IS or BIS of the latest issue and to the enclosed Technical particulars.

**17. Description:** Please refer to this item on the face of this purchase order. In all case

of dispute the decision of the purchaser shall be final.

**18. Workmanship Warranty:** The equipment supplied should confirm to the latest specification and good workmanship. In case the parts/equipment supplied are found defective due to faulty design or materials or workmanship, the seller will replace such defective parts / equipment immediately at their cost within reasonable period to be decided by us.

**19. Guarantee:** The materials should be guaranteed for trouble free operation for a period 18 months from the date of dispatch or 12 months from the date of commissioning which ever earlier. The defective material should be replaced within a reasonable time free of cost.

**20. Right of cancellation:** If any of the terms of this order is violated at any time the Purchaser reserves the right to cancel the order in full or partly.

**21.** Please mention clearly order reference in all correspondence & invoices. Invoice must specify HSN Code. Separate Invoice in duplicate against each order should be sent with materials. Invoices should be raised in the name of Purchaser's works office. A copy of invoice must be forwarded to this purchase office for information and co-ordination. Materials if rejected should be collected within 7 days from the date of receipt of rejection advice.

**22. Force Majeure:** If for any reason of War, Riots, Commotions, Disturbances, Strikes, Lockouts, Failure or Shortage, or Stoppage of Labour, Famines, Pestilence or Epidemics, Earth-Quakes, Fires, Storms, Floods, Explosions, Break down of Plant and Machinery from whatsoever cause and beyond Purchaser's Control or Power, the Purchaser shall not be under any liability.

**23. Arbitration:** Any claim or dispute arising between the parties under this agreement

shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996 to sole Arbitrator nominated by the Purchaser at Guwahati and the place of arbitration shall be at Guwahati and the courts at Guwahati shall have the jurisdiction.

**24. Jurisdiction:** ALL DISPUTES ARISING OUT OF THIS PURCHASE ORDER WILL BE SUBJECT TO THE JUDICIAL JURISDICTION OF COURTS IN GUWAHATI, ASSAM ONLY.

### Safety Clause:

Your workmen are abided to follow all our safety and OH&S policy. If failed to do so, Star Cement Limited (SCL) management has the right to penalize you as per Safety Violation SOP / management discretion.

- 1) The workmen engaging for the job must be found medically fit, he/she must go for a mandatory medical examination in our occupational health center and thereafter safety training in our safety department before executing the job(s) awarded to you.
- 2) You will have to provide photo identity card to your workmen whom you wish to engage and have found medically fit.
- 3) No claim of accident to workmen will be paid by the company. In case of any accident arising out of and in course of employment, you shall be liable to pay/compensate as per the workmen's compensation act & personal accident policy.
- 4) During the tenure of contract, in case if management not satisfied with the job performance, then the company will give a notice in writing to rectify and improve the standard as expected by the management and even after such notice, if it is found that there is no improvement, in such condition the management will be liberty to terminate/revoke your subject contract.
- 5) You will have to provide employment card at the time of engaging workmen and service certificate on termination of employment to your workmen.
- 6) You will have to submit all statutory returns within stipulated time frame and obtain & get renewal of all applicable licenses as per the act & rules framed there under.

### Health and Safety rules:

- 1) I only perform activities for which I am authorized
- 2) I always assess and control risks before starting any task.
- 3) I always use the required Personal Protective Equipments (PPEs).
- 4) I always use appropriate harness during height work above and below 1.8 meters.
- 5) I never override or misuse health & safety devices
- 6) I always obey road traffic rules.
- 7) I do not work under the influence of alcohol or drugs.
- 8) I report all incidents.

Failure to obey these rules may lead to disciplinary action as per company rules.

### Occupational Health & Safety:

- 1) It is the policy of the SCL to secure the health and safety of all personnel (own, and contractors') as well as the integrity and reliability of all property and equipment. Hence, the contractor also recognizes its responsibility and accountability for the protection of all employees and preservation of the SCL's property and equipment.
- 2) The CONTRACTOR / SERVICE PROVIDER should be adopted adequate safety measures and ensure use of mandatory Personnel Protective Equipments (PPEs) and other job specific PPEs by the CONTRACTOR / SERVICE PROVIDER to his employees/associate employee into our plant premises, whether or not engaged in actual execution of work or supervision thereof as per requirement and should be solely responsible for injuries directly or indirectly caused to them during the performance of this contract by any reason whatsoever. **Mandatory PPEs means safety helmet, safety shoes, reflective vest.**
- 3) The Contractor's each employee (Self/Engineer/Supervisor/workmen) medical examination should be done through principal employer occupation health center before entering / deploying the plant premises. Six monthly once all drivers /operators eye test should do and report should be submitted to EHS department.
- 4) The Contractor's each employee (Self/Engineer/Supervisor/workmen) should be going through EHS induction training before entering / deploying the plant premises.
- 5) All mandatory PPEs and other job specific PPEs like goggles, dust-masks, hand gloves, welding suit, ear plug/muff etc. will be in CONTRACTOR / SERVICE PROVIDER scope. **Service Engineer / workman PPEs will be in Service provider scope.** All PPEs must be meet with Principal Employer's PPEs specifications (**Document reference no. – SCL/EHS/Specification/01**).

Regular contractor and his/her engineer/supervisors' helmet colour – **Gray or Yellow**

Regular contractor workmen helmet colour – **Yellow**

Regular contractor, workmen and associates' reflective vest colour – **Orange**

Shutdown / Service provider / Temporary job workmen and associates' helmet colour – **Orange**

Shutdown / Service provider / Temporary job workmen and associates' reflective vest colour – **Orange**

6) If, the CONTRACTOR / SERVICE PROVIDER will eager to take PPEs on chargeable basis from Principal Employer, a prior information (minimum 45 days before) should be provided with required PPEs list to the concern/store department by the CONTRACTOR and the amount should be recovered from contractor's bill from the 1st RA bill/Final bill.

7) The CONTRACTOR / SERVICE PROVIDER should be ensured that no destruction to the environment/nature earth during work, which may negative impact of our ecosystem, human survival and economic activity.

8) The contractor should be obtained appropriate work permits from concern department before commencing of any job.

9) The CONTRACTOR / SERVICE PROVIDER should be ensured that all machine/equipments/lifting tools & tackles valid documents (competent person inspection certificate, fitness, insurance, permit, license of the operator etc.) are available and those documents should be submitted to the principal employer before entering / deploying the plant premises. The CONTRACTOR should be ensured that all machine/equipment/power tools/lifting tools & tackles are inspected/ certified by the EHS department before commencing of any job.

10) If, contractor will engage any vehicle (two-wheeler, LMV, HMV etc.) inside Star premises during his contract period, he must declare vehicle documents to EHS Dept. before deployment at site. Contractor must obey all traffic rules and regulation of Star.

11) All driver / operator must have proper valid license & certificate to operate the vehicle, machineries, equipments.

12) The CONTRACTOR or his representative should be attended EHS committee meeting & Gate meeting.

13) To comply with this policy, the contractor will use properly qualified personnel and incorporate safeguards, rules and procedures which will minimize the risk of any personal injury to Star's people and loss of, or damage to, Star's property and equipment during the performance of the service provided.

14) Contractor's personnel must comply with Star's established OH&S rules, practices and procedures, use OH&S equipment, personal protective equipment (PPE), tools and any devices that are required / provided, and conduct themselves in a way which assures the health and safety of themselves, their fellow employees and/or any other persons.

15) Contractor's personnel are responsible for providing and maintaining a safe and healthy workplace where all hazards, unsafe acts and/or conditions are identified and analysed before being controlled or eliminated. contractor must document this in a (mandatory) health and safety program.

16) When working, all contractor's personnel will conduct themselves in accordance with Star's OH&S standards, including having a proper OH&S plan for the work, work instructions, training and testing as needed, inspection and audit programs as well as recording and reporting of all accidents, unsafe actions and/or conditions.

17) Contractor represents and warrants to Star, that contractor has accident/workers compensation insurance, as well as liability cover.

18) Star is entitled to inspect and audit the compliance of contractor with clauses 1 to 6

19) **Penalty / Termination:** It should be imposed penalty as per Star SOP for each violation of environment, safety rules & regulations and any non-compliance with clauses 1 - 10 is a serious offence and may result in immediate termination of the contract with Star. any direct or consequential.