

**Aurangabad Electricals Ltd. Plant N1**

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263153-Uttarakhand 263153
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E-MAIL : ael.n1@cie-india.com
WEBSITE : www.aurangabadelectricals.co.in

VENDOR CODE :18018973

NAME & ADDRESS :NUTECH POWER CONTORL

GROUND FLOOR, BANGALI COLONY WARD NO 3,RUDRAPURA ROAD

KICHHA KICHHA 263148 PAN No: ATUPM9870F

State Code & Name: 05 - Uttarakhand GSTN NO:05ATUPM9870F1Z0

P.O. No. : **4900052675-0** Date : **05.12.2022**

Your Ref. No: Date :

Pan : AACCA2867L CIN NO : U31909PN1985PLC037539

GSTN NO :05AACCA2867L1ZK

Document : SED Service Domestic

Pur. Group : Service

Validity Start :

Validity End :

Delivery : FOR AEL PANT NAGAR

Delivery Schedule : Mode of : By

Payment : 7 Days after Receipt of Mtrl.

Currency : **INR**

Packaging and Delivery Charges :

Insurance :

Sr.No.	Item Code / Material Description	Mod No.	Quantity / Unit	Rate (Rs.)	Disc %	GST
1	Lisioning charge UPCL MDI reduction		1.000 AU	-----	0.00	AS APPLICABLE

Details of services to be performed :-

Item	Service No	Service Description	Quantity	Unit	Rate	Basic Amount
010		Lisioning charge UPCL MDI reduction	1.000	NO	300,000.00	300,000.00
Total Basic Value						300,000.00
Freight value						0.00
Packing & Forwarding						0.00
Total						300,000.00

Note:- Governmet fees extra in AEL scope

Basic Amount in Words: INR Three Lacs Only

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Terms & Conditions:

1. The material should be accompanied by DC & invoice, atleast two copies - Original for Buyer & Duplicate for transporter.
2. The material should be dispatched with PDI (Pre Desp. Inspection) report and Test Certificate with every consignment.
3. The goods should be properly packed in standard packing.
4. Our Plant is EHS (ISO 14001 & ISO 45001) Certified.
5. Others conditions, if any.

For Aurangabad Electricals Ltd. Plant N1

Prepared By Dept. Head Authorised Signatory Authorised Signatory

Regd. Office : PLOT NO. B-7,VILLAGE MAHALUNGE,MIDC CHAKAN,TAL. KHED,PUNE - 410501.MAHARASHTRA,INDIA.

FORMAT NO: F/PUR/02/07

TERMS AND CONDITIONS

- 1.The supplier should send a written confirmation of acceptance of the order within 10 days from the receipt of the order, failing which, acceptance of the order will be taken for granted. Acceptance of this order will constitute the "Contract of Supply."
- 2..The Prices, Terms and Conditions Mentioned in this order will be taken as firm. The Company Reserves the right to amend/alter/Cancel this order without assigning any reason and without incurring any Liability on us, in any manner.
3. .Supplier shall be responsible for all shipping and Insurance costs, including packing, forwarding, crating, cartage and freight cost unless so stipulated, it being distinctly understood that the prices shall be "F.O.R.OUR WORKS."
4. An order for open Quantity does not oblige the Company to accept delivery for any quantity at any time. Firm Delivery schedules will be intimated from time to time which will be strictly followed. Further, the Company reserves the right to cancel this order and/or suspend drawing up/communicating such delivery schedules for such periods/continuously or intermittently and for such reasons/as it may deem fit without assigning any reason therefore, during such suspension, no delivery will be accepted and the company will not incur any Liability, whatsoever in this respect.
5. Strict adherence to the delivery schedules is absolutely essential. The Company reserves the right to treat the order as cancelled in the event of non compliance of the delivery schedule and the material will be bought from open market at the suppliers risk and cost. Further, the company shall be under no obligation to accept materials received in Excess of the delivery Schedule/PO. Quantity and any such excess quantity lying in company premises shall be at the supplier's entire risk. The Company shall not be liable for any loss (on account Goods and Service tax/Octroi) incurred by the supplier for the quantity excess supplied.
6. Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package and handle the Products. Damages to any Goods/material in transit will be at the risk of the supplier and shall be compensated by the supplier.
7. Products shall be prepared for delivery in conformance with good commercial practice and labeled with the agreed details such as ship to address and code numbers which is also to be mentioned in the Invoice/Challan to avoid counting at our end. The company reserves the right to levy additional penalty for failure on this part by supplier.
8. If the company finds that materials/goods supplied are not of the contracted quality or not according to the specifications required by the company or are received in damaged or broken conditions or otherwise not satisfactory owing to any reason of which the company shall be the sole judge, the company will be entitled to reject the material at any stage and cancel the order/contract and buy its requirements in the open market at the risk and cost of the supplier and recover the loss, if any occasioned in such purchase, from the supplier.
- 9.The material, on receipt, may be inspected by the company, the company may also check the quantity received and may undertake weighment of material with company's weigh -bridge/weight -scales, wherever applicable. The companies decision regarding quantity received will be final and binding on the Supplier. The company will notify the rejections and such reject material must be lifted from the company stores within 10 days from the date of intimation. In case the Supplier fails to collect the same within this time the company may scrap the material at the time. The company will have no liability, whatsoever including the loss in respect of such scrapped materials. So long as the materials lie in the company premises for any reason, they shall be entirely at supplier's risk and responsibility.
10. unless & otherwise agreed by the Company, If further defects are noticed while assembling or processing the company reserves the right to reject such material even if it had been passed and/or paid for. The company's decision above such rejection at whatever time made shall be final and binding upon the Supplier, who will not object to in any manner whatsoever. All packing/Octroi/Freight/handling costs and/or any other cost of such rejected material will be borne by the supplier.
11. The Company extends warranty for all its products and therefore, any claims accepted by the company arising from defects in material supplied by the suppliers will be passed on to them for similar acceptance by arising necessary debit notes.
12. If material is not as per the quality and specifications required/laid down by the company and due to urgency material is rectified as required by the company, the rectification charges incurred by the company plus any penalty shall be recovered from the supplier.
13. The company or its representative/s has the right to inspect/verify the product /process at the suppliers end. This verification, however, will not absolve the supplier of the responsibility to supply acceptable product nor shall it preclude subsequent rejection.
14. In case of an order for components against the company's material, the supply of components must be effected within the limits of percentage rejection allowance specified in the purchase order and within the time frame agreed to by the company, failing which cost of the material used in excess of the permissible allowance will be recovered from the supplier.
15. The Company reserves its right to verify the companies material lying with the vendor and if any shortages is noticed, than company has right to recover the cost of the material and if any excess is noticed to increase the book Balance. The company also reserves the right to call such material back where the material needs not be processed and recover the cost if the same is not returned.
16. Designs, drawings, specification, software, samples, technical data / Information, tooling's, gauges, material samples, dies, jigs, moulds, fixtures, etc given to the supplier by the company on Loan / lease are company's exclusive property and shall be retained by the supplier in safe custody and in the strictest confidence and will not be allowed to be copied, duplicate, modified, passed on or revealed in the manner to any unauthorized person and they shall be returned to the company on demand. In the event of completion or cancellation of the order, they will be returned to the company without demur.
17. The items manufactured by the supplier with the help of technical designs and data furnished by the company must not be sold or divulged to any other party. If the supplier manufactures in excess of the quantities required or scheduled for supply to the company on demand if any ,or alternatively destroy the goods so manufactured, but on no account he will sell the good to any other party except with the company's written consent. The same condition applies to supplies rejected by the company at various stages.
18. Components & part similar to those manufactured by the company should not be manufactured by the supplier. The supplier shall also not cause them to be manufactured by anyone else.
19. Supplier shall submit the evidence in hard and soft copies for GST registration no, Pan Card, Cheque of first page of bank statement, Quality management certificate, pollution control board certificate, compliance of Govt. safety and Environmental Regulation as per applicable criteria.
20. Supplier shall supply the material on Tax Invoice only. No material shall be supplied on delivery challan unless and until written confirmation from company. Payment shall be made only for the material accepted by the company. The Company will not reimburse GST if the Original / Transporter's copy is not submitted along with the material. Payment shall be effected as per term specifically stated in the Purchase order or otherwise normally within 90 Days, from the date of receipt and acceptance of the material. In the event of any dispute arising as to dimensions weight, quality, finish, color design, packing & in the event of breach of terms & condition the said period shall not be binding and all bank charges will be borne by the supplier if payment is through bank.
21. If for any reason, any amount are due to the company from the supplier, the company shall have exclusive right to recover the same from the sister concerns of the supplier i.e. from other firms/companies where the supplier is a proprietor partner/director.
22. Kindly note that the timing of material receipt in stores is till 3.00 p.m. No material will be accepted after 3.00 pm. Gate entry of document at main gate and there after GRN at Stores are mandatory for material Inwarding.
23. The company will not be responsible for any orders placed or instruction given by the unauthorized person.
24. The material shall be accompanied by Pre-dispatch inspection report, material test report, surface treatment report, metallurgy report, packing list, calibration certificate wherever applicable.
25. In case of advance payment, supplier shall provide an irrevocable, unconditional bank guarantee by a first class bank acceptable to the company or post dated cheque of same amount of advance and the Proforma Invoice. The post dated cheque will be returned back to the supplier after receipt of material. Company will not pay Tax amount in advance payment. Supplier shall undertake to comply with necessary statutory requirements as prescribed under GST laws and rules there to, if in case the taxes are also paid against Proforma Invoice.
- 26.The Vendor shall comply with all the compliance requirements under GST Law. Further, the Vendor agrees to do all things that may be necessary to enable us to claim input tax credit in relation to any GST payable under this Agreement/P.O./ W.O. or in respect of any supply of Goods or Services under this Agreement/P.O./W.O. It is mandatory that all the suppliers are registered under GST.
- 27.If any amount of credit, refund or any other benefit is denied or delayed to us or any penal charge or interest is imposed on the us due to any non-compliance by the Vendor (including but not limited to the failure to upload or incorrect disclosure of details on the GSTIN portal or delay/failure to deposit tax within due dates or due to non-furnishing or furnishing of incorrect/incomplete documents by the Vendor, incorrect statutory information regarding HSN/SAC, wrong determination of nature of supply), the Vendor shall be liable to reimburse the loss which accrues to us on the aforesaid account. Alternatively we shall be entitled to withhold the payment of all the subsequent bills issued by the Vendor and recover such loss from any outstanding payment."
28. CGST/SGST Act contains provisions related to anti-profiteering. On the basis of same, the Vendor should pass on the tax benefit/savings, if any, on account of tax credits or lowering of tax rates to us by way of adjustment in the contract price. Non-compliance of the same may lead to levy of penalty by Government.

TERMS AND CONDITIONS

SUPPLIER'S LEGAL COMPLIANCE. The SUPPLIER undertakes to comply with and enforce their employees, and in its case, its contractors and assignees, the legislation in force in the Fiscal, Employment, Social Security, Safety and Health at Work and the Environment, and any other legal application, as well as respecting, in the case of activities carried out at the installations of Aurangabad Electricals Limited (AEL), policies on Safety and Health at Work and the Environment taken by AEL.

SAFETY AND THE ENVIRONMENT. The SUPPLIER, in jobs to be performed at the CUSTOMER'S facilities, shall respect and ensure compliance with the rules of the workplace at which they are carrying out their task, together with those set down by the legislation for the task to be performed. Breach of these rules shall authorize the CUSTOMER to terminate the contract with the SUPPLIER and/or to claim any damages arising from such breach.

CONFORMITY WITH REGULATIONS. All products and/or services supplied by the SUPPLIER must meet the applicable requirements regarding regulations, documentation and safety. The Supplier shall put in place processes to guarantee compliance with government restrictions and safety regarding substances with restricted or prohibited use, including products purchased by it or those relative to the production process.

The SUPPLIER shall fulfil any legal obligations and requirements applicable at any given moment, and any modifications that may be made to said regulation in the future.

ENVIRONMENTAL, SOCIAL AND GOVERNANCE CRITERIA. The CUSTOMER takes ownership of the ten universally accepted principles in the United Nations Global Compact strategic policy in the areas of human rights, labor and environment, and integrates them within the company's strategy and activities. These ten universally principles in the UNG Compact strategic policy are considered an integral part of its strategy and operations, so the compliance of them should be equally borne to the supplier. The noncompliance of any of them, would enable the immediate termination of the contractual relationship.

INSURANCES. The SUPPLIER must compensate all damages, personal or material, which, as a result of the execution of the order, cause to the CUSTOMER or third parties, or in its case, repair or replace the damaged property, when the nature and purpose of the same allows to it. These effects, and regardless of all the mandatory insurance as required by the legislation for the proper exercise of the Order, the supplier shall be obliged to provide a liability Insurance Policy which covers the possible contingencies that may arise against a third party, including the CUSTOMER itself.

RESOLVE. The relationship between the CUSTOMER and the SUPPLIER shall be extinguished by its expiration or early termination of the same. The CUSTOMER shall have the power to resolve in advance the contractual relationship in the following cases:

- > The SUPPLIER's failure to comply with the legislation in force, and in particular, of the labor obligations, social or fiscal, related to personnel intended for the execution of the order.
- > Any breach of these Terms and Conditions or any of the other documents that form part of the Order, considering as non-compliance, the unwarranted delay in the execution of the supply or services ordered.
- > The extinction of the legal personality of the SUPPLIER or the sale or transmission of the SUPPLIER or its transformation into another legal entity.
- > Assignment of the contract, in whole or in part, without the prior authorization, express and written, of AEL.
- > The application for a declaration of bankruptcy of the SUPPLIER or the existence of a significant decrease of its financial capacity that could assume the foreseeable cessation of its payment obligations.
- > The mutual agreement between the parties.

SUBCONTRACTING. The SUPPLIER may not subcontract all or part of the execution of the order, without the prior written authorization by AEL. Obtaining such authorization of outsourcing implies that the Subcontractor accepts the present Purchasing Conditions from the moment it begins to provide its services to AEL. In any case of subcontracting, the SUPPLIER shall be liable jointly and severally liable with the subcontractor in respect of all obligations of this to AEL, which may exercise the corresponding legal actions either against the Subcontractor and/or SUPPLIER.

GRATUITIES, POLICIES AND PROCEDURES:

If it is found that gratuities (in the form of entertainment, gifts or otherwise) are offered by Supplier, or any agent or representative of Supplier, to any employee or representative of Buyer with a view toward securing favorable treatment with respect to the awarding or performing of any Order, Buyer may, by written notice to Supplier, terminate this Agreement and any or all Orders as upon a default in addition to any other rights or remedies provided by law. Supplier, its employees, representatives, and agents shall comply with all of Buyer's rules, regulations, policies and procedures while on Buyer's premises or in the company of any of Buyer's employees. If Supplier, its employees, representatives, or agents violate Buyer's rules, regulations, policies, or procedures, Buyer may, by written notice to Supplier, terminate this Agreement and any Order as upon a default in addition to any other rights or remedies provided by law. Supplier, its employees, representatives, and agents shall comply with all of Buyer's rules, regulations, policies and procedures while on Buyer's premises or in the company of any of Buyer's employees. If Supplier, its employees, representatives, or agents violate Buyer's rules, regulations, policies, or procedures, Buyer may, by written notice to Supplier, terminate this Agreement and any Order as upon a default in addition to any other rights or remedies provided by law.

CONFIDENTIALITY. The CUSTOMER reserves the right to require the Supplier to sign a confidentiality document in order to ensure that the information received is not used by the latter in relations with other parties.