

**BEFORE THE NATIONAL GREEN TRIBUNAL, CENTRAL  
ZONAL BENCH, BHOPAL (M.P.)**

**Execution Petition 2 of 2020**

**IN**

**Original Application No. 88/2015**

**IN THE MATTER OF:**

Babu Lal Jajoo

...Applicant

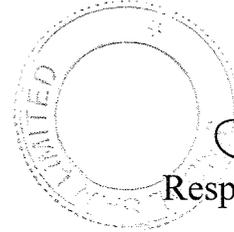
Versus

State of Rajasthan & Anr.

... Respondents

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Respondent No.2

Through

Counsel for Respondent No.2  
E-337, East of Kailash,  
New Delhi - 110065

Place: New Delhi  
Date: 08.12.2022

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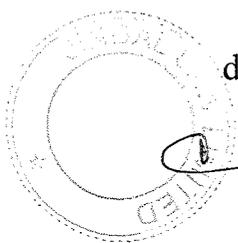
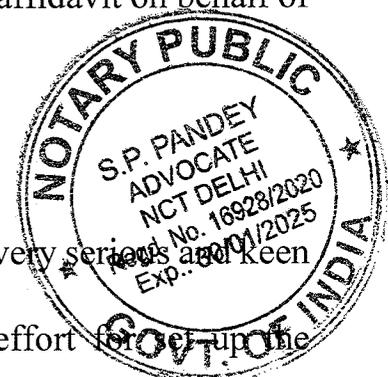
... Respondents

**STATUS REPORT IN COMPLIANCE OF ORDER DATED**

**16.09.2022**

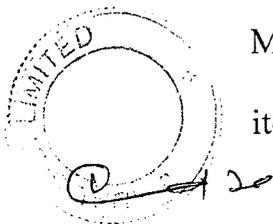
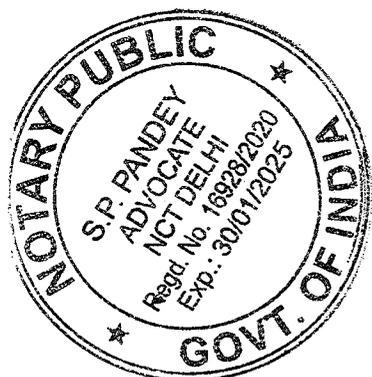
I, Ramesh Chandra, son of Late Shri Shiv Dutt Naudiyal, aged about 52 years, R/o B-619, Sector-17, Vasundhara, Ghaziabad – 201012 also duly authorized representative of Respondent no.2, having its office at 12, Jindal Centre, Bhikaji Kama Place, New Delhi - 110066 do hereby solemnly state and affirm as under:

1. That I am the authorized representative of the Respondent no.2 and I am well conversant with the facts and circumstances of the matter and as such competent to swear this affidavit on behalf of Respondent no.2.
2. It is submitted that the project proponent is very serious and keen to set up the STP plant and putting all effort for set up the Proposed 10 MLD Additional STP to Proposed projects and Steel Plant.
3. In furtherance of the previous orders dated 25.07.2022 and order dated 16.09.2022, the Respondent No.2 has filed the Action



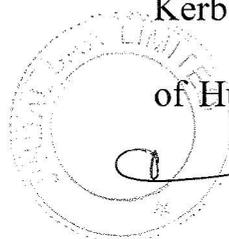
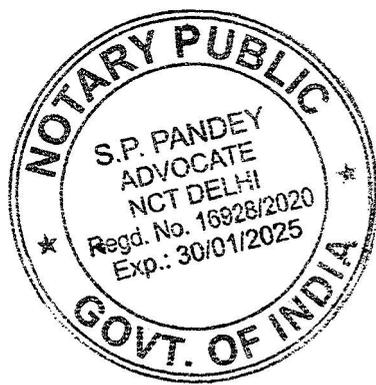
taken report dated 15.09.2022 and Status Report dated 12.10.2022 respectively, wherein the Respondent No.2 has informed the Hon'ble Tribunal of all the steps taken by it for the expeditious setup of the 10 MLD STP.

4. In the Action Taken Report dated 15.09.2022, the Respondent No. 2 had informed the Hon'ble Tribunal that it has commenced preparation of details pertaining to civil and mechanical structure work of the STP along with the preparation of technical details for equipment with respect to the mechanical, electrical and instrumentation of the STP. That basic Engineering Drawings as per plan for floating enquiry/ raising purchase requisitions for overall project execution was also informed to be under progress.
5. Further, in the Status Report dated 12.10.2022, the Respondent No.2/Project Proponent has submitted a time bound plan for completion of STP i.e. a project schedule for completion of the proposed STP by the end of June'2024, in terms of the agreement dated 04.08.2017. It has also been informed that, Project Proponent was already in the process of reviewing Work Orders from various competent vendors for executing civil work. By way of photographs, the project proponent has also shown that it has started levelling and terracing work of the proposed site and lay out working of the STP. Lastly, the Project Proponent had also informed that it had finalized and issued Purchase Order to SFC Environmental Technologies Pvt. Ltd., Mumbai for a sum of Rs. 2.65 Cr for the Main Technological items such as Fine Bubble Membrane Diffuser, Decanter



Assembly and other patented items for STP and placed the Purchase Order for the same.

6. It is reiterated that the Project proponent is committed to establish the STP at the earliest and submits that the STP project is a very essential and lifeline project for the upcoming Steel plant of the Project Proponent as without assured availability of water, the project proponent cannot even think for the new project.
7. Now, in the present Status Report, the Respondent No.2/Project Proponent is filing the Work Order dated 25.11.2022, placed for the Civil Works of the Proposed 10 MLD STP Plant at Bhilwara. This Work Orders covers Earth Work, Plum Concrete, RCC Work, Centering and Shuttering Work, Masonry Work, Plaster Work, Fabrication and placing M.S., insert plate, angle etc., Fixing of MS foundation bolt/anchor bolt, Supply and applying of Non-Shrink Grout, Dismantling of RCC, Providing and Fixing of GS Sheeting upto height of 15.0 M and ridge, Providing and carrying screeding 50 mm thk. With water proofing treatment, Providing and fixing False Flooring, Providing and applying OBD Paint, Acrylic exterior paint, Enamel Paint, Providing and Fixing GI, PVC, Sanitary Fixings as per BOQ, Providing and Fixing vitrified tile, ceramic tile, kota stone, terrazzo tile; Providing and fixing Chain Link fencing, Kerb Stone, Paver Block; Cutting of Construction Joint; Laying of Hume Pipe, Fixing of RCC Pole for fencing etc within its



*(Handwritten signature)*

scope of works for the 10 MLD STP Plant, at Bhilwara. Copy of the Work Order dated 25.11.2022, is annexed herewith as **Annexure A/11.**

8. In addition to above Work Order, the Respondent No.2 is also filing with the present Status Report, a purchase order placed by it on 19.11.2022, for TOR STEEL 08 MM MS, TOS STEEL 10 MM MS, TOR STEEL 12 MM MS and TOS STEEL 16 MM MS, for the Civil Works of the STP Plant machinery. Copy of the Purchase Order dated 19.11.2022, is annexed herewith as **Annexure A/12.**

9. In addition to above Work Order, the Respondent No. 2 is also filing with the present Status Report, a purchase order place by it on 16.11.2022, for Cement PCS New 53 grade for 200 MT. Copy of the Purchase Order dated 16.11.2022 is annexed herewith as **Annexure A/13.**

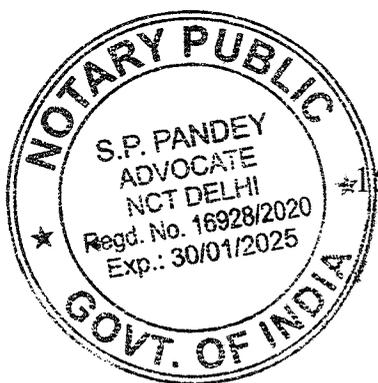
10. It is further submitted that work at site is under progress. To show the same, the photographs from the site has been attached hereto and marked as **Annexure A/14 (Colly).**

11. The above updates in the Civil Works in the matter, are being made for the kind information & cognizance of the Hon'ble Tribunal of the developments in the works for the setup of the 10 MLD STP Plant. However, as stated in the previous status report, it is pertinent to note that the proposed time schedule provided

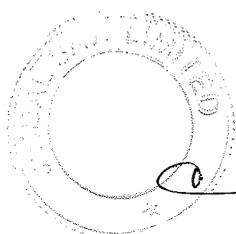


by the Respondent no.2 and works being undertaken pursuant to the same, are subject to fulfilment of the obligations by the Municipal Council, Bhilwara.

12. It is submitted that the construction of 30 ft. wide access road from the existing STP shall be strictly in terms of letter dated 26.11.2021 issued by Respondent No. 2 and it shall be co-terminus with the expiry of the Agreement dated 04.08.2017.
13. It is imperative that the Municipal Council, Bhilwara shall provide uninterrupted sewage water to the fullest capacity free of cost for running the proposed STP by the Respondent No. 2.
14. Most importantly, it is submitted that the construction of STP shall not be in terms of the additional conditions, as unilaterally stipulated in the official order dated 19.01.2022, passed by the Municipal Council, Bhilwara regarding which no consent has been given by Respondent No. 2. Accordingly, it is reiterated that the proposed STP shall be governed by the terms of the Agreement dated 04.08.2017, cognizance of which has already been taken by this Ld. Tribunal vide its Order dated 08.08.2017.

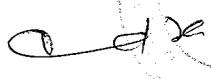


15. In view of the above facts, it is further prayed that the Municipal Council, Bhilwara should accordingly amend the lease period of the agreement dated 04.08.2017 and the effective date for the commencement of the lease period of 30 years shall be the date when appropriate order/directions/permission is granted to



Respondent no.2 to construct the 30 ft. wide access road from the existing STP.

16. For the better appreciations of this Hon'ble Tribunal, it is submitted that the above conditions and prayers have also been made in the I.A. No. 18 of 2022 i.e. the Application of Respondent No.2 filed on 22.02.2022, which is pending adjudication.
17. That the contents of present Affidavit are true and correct to my knowledge and belief and also as per the records maintained by Respondent no.2 in the ordinary course of business. That nothing material has been concealed from this Hon'ble Tribunal.

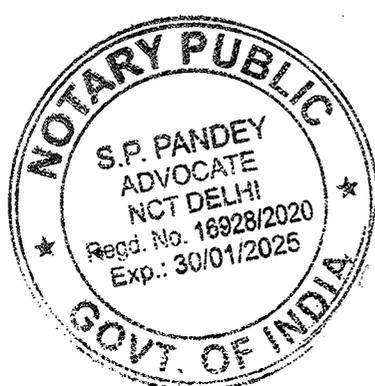
  
DEPONENT

**VERIFICATION**

08 DEC 2022

I, the above-named deponent, do hereby take oath and verify that contents of this affidavit are true and correct to my personal knowledge and based on the records maintained in the ordinary course of business and nothing has been concealed therein and no part thereof is false.

  
DEPONENT



**ATTESTED**

NOTARY PUBLIC  
GOVT. OF INDIA

08 DEC 2022

  
2022 DEC 08



# JINDAL SAW LIMITED

ANNEXURE -A/11 7

CORPORATE PROCUREMENT DEPT. ( NRM)  
JINDAL ITF CENTRE, 28, SHIVAJI MARG,  
NEW DELHI - 110015 INDIA.  
Tel:91-11-45021200, Fax: 91-11-25928118, 45021982

## WORK ORDER

**Purchase Order No:4732008444**  
**Effective Date:25.11.2022**

Vendor :3003646  
**SHIVABYAY PROJECT PRIVATE LIMITED**  
E-7,NARMADA VIHAR,PUR ROAD,

BHILWARA BHILWARA 311001  
Rajasthan India  
Tel:9712040012 8290852951

Fax:  
E-mail:shivabyay@rediffmail.com  
GST Number :08AAJCA3934D1ZU  
Sales Person:  
Contact No:  
Your Reference:

**Bill to / Ship to Address :**

**Jindal Saw Limited-Bhilwara**  
ARAJI NO. 9697/6711,  
NEAR TIRANGA HILLS,  
Bhilwara  
Rajasthan 311802 India

PAN : AABCS7280C  
GST Number : 08AABCS7280C1ZF

**Buyer Details :**

Contact Person :Priyata  
Email Id :priyata.chatterjee@jindalsaw.com  
Phone No/Extn :011-66463895/ Fax No:  
Mobile No:8448816888

**We are pleased to place an order on you for the following material /service subject to terms & conditions and instructions specified here in. Civil work for Proposed 10 MLD STP Plant at Bhilwara at JSAW Bhilwara.**

**The supplier / vendor / service provider under this contract / order confirms that there is no content which has an origin in any of the countries which are on the sanctioned list of OFAC / UN / EU / US.**

**Order Value Summary:**

	Amount (INR)
Gross Value ( INR )	41057530.00
Central GST	3695177.70
State GST	3695177.70

**TOTAL ORDER VALUE 48447885.40**

**IN WORDS,INR FOUR CRORE EIGHTY-FOUR LAKH FORTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND FORTY PAISE ONLY**

Price Basis: Free on Road BHILWARA SITE

Payment Terms: AS BELOW

- a) 90 % against submission of R.A. Bills duly certified by JSAW Project In charge within 15 days of bills to JSAW Project Incharge
- b) 05 % on total job completion duly verified by JSAW, within 15 days after adjustment of LD Penalty, if any and
- c) 05 % will bekept as Defect Liability for 6 months from date of job completion. Amount will be released after 6 months on successful completion of Defect Liability Period duly certified by JSAW Project Incharge.

**NB:**

- (a) JSAW Project In-charge. shall verify the RA Bills within 7 days of bill submission by the Contractor and forward the same to Accounts within next 1-2 days. This will include any correction required in the RA Bills. That is, in totality Project Incharge shall forward the verified/certified invoice to Accounts within 7 to 9 days of Bill received from the contractor.
- (b) GST Compliances: Jindal SAW Ltd shall have the right to release payments upon compliances, by the vendor, of the prevalent GST obligations and after completing return filing procedure only. That is, Jindal SAW Ltd shall have the right to hold amount equivalent to GST amount from each RA Bills till such compliances are met by the supplier/vendor/contractor and release the equivalent hold amount only after the GST compliances (GSTR1, GSTR2A) are met by the vendor subsequently.

**Liquidated Damage Clause:**

LD Applicable if delay is solely attributed to Contractor @ 0.5% per week or part thereof, max 5 % of WO executed value for delay attributable

**For JINDAL SAW LIMITED**

**Authorized Signatory**

Reg. Office : A-1, UPSIDC Indl. Area , Nandgaon Road , Kosi Kalan , Distt:Mathura (U.P.) , 281 403  
Jindal Centre, 12 Bhikhaji Kama Place , Ramakrishna Puram (West), New Delhi, Delhi, 110 066

entirely to the Contractor. For delay attributed to JSAW due to any reason, additional days will be added in completion time to arrive at applicable LD Penalty amount. JSAW will verify and certify the delays.

**00010 Civil work for proposed 10 MLD STP plant Quantity: 1.000 each**

**Item Text:** SCOPE OF WORK: - Civil work for Proposed 10 MLD STP Plant at Bhilwara at JSAW Bhilwara  
Major scope of contractor's work includes:-  
# Earth work (Excavation in soil, hard rock, leveling & dressing)  
# Plum concrete  
# PCC  
# RCC work  
# Centering and shuttering work  
# Fabricating and placing reinforcement steel  
# Masonry work  
# Plaster work  
# Fabrication and placing M.S. insert plate, angle etc.  
# Fixing of M.S. foundation bolt/ anchor bolt  
# Supply and applying of Non shrink grout (GP-2)  
# Dismantling of R.C.C  
# providing and Fixing of G.S sheeting up to height 15.0 m and ridge  
# Providing and carrying screeding 50mm thk. With water proofing treatment  
# Providing and Fixing of mechanically operated Rolling shutter  
# Providing and fixing of false flooring  
# Providing and applying OBD paint, Acrylic exterior paint, Enamel paint  
# Providing and Fixing G.I, PVC, sanitary fixing as per BOQ  
# Providing and Fixing vitrified tile, ceramic tile, kota stone, terrazzo tile  
# Providing and Fixing Chain link fencing, Kerb stone, paver block  
# cutting of construction joint  
# Laying of Hume pipe, Fixing of R.C.C Pole for Fencing

The works shall conform to high standards of engineering and workmanship. Construction shall conform in every respect to all local and state regulations governing such works and stipulations of Indian Standards unless stipulated otherwise in the detailed specifications.

**1 JSAW Scope of Works:**

- i) Cement, reinforcement steel, Structural Steel, foundation bolt , Hume pipe, shall be in JSAW scope of supply at Unit store Pur Tiranga Hill
- ii) You will maintain the accountability of it and will return back the excess material to Stores.
- iii) Space for temporary site office and stores.
- iv) All relevant drawings and Technical specifications.

**2 Contractor's Scope of Works:**

- i) All required material except in JSAW scope like manpower, equipment, tools & tackles, GP-2 water proofing compound , aluminum vents, door, window G.S sheet, Rolling shutter etc as per BOQ and safety PPE's complete in all respect.

**3. Start and Completion**

In coordination with JSAW Civil site in Charge, you shall plan the entire work as mentioned in BOQ, in such a manner that the Civil work for Proposed 10 MLD STP Plant at Bhilwara at JSAW Bhilwara shall be completed within a period of ( 2 years + 7 Days mobilization time. )

**3. Water & electricity**

Water & electricity shall be supplied by JSAW free of cost at one point.

**4. Make/Brands - Following brands/make shall be used after approval by JSAW Project Incharge, wherever not specified in the BOQ.**

Paint - Asian/Berger/Nerolac/JSW/Shalimar  
PVC Pipes - Kisan/Finolex/Supreme/Prince/Astral  
Grouting Compound and hardener - Shrinkomp-20/Sika/Fosroc  
Tiles - Kajaria/Somani/Johnson  
Terrazo Tiles - Mayur/Equivalent  
Sanitary Items - Hindware/Cera/Kohler

For JINDAL SAW LIMITED

Authorized Signatory

Sanitary Fittings - Jaquar/Hindware/Cera/Kohler  
Tank - Sintex/Plasto

Ser. No.	Service Description	Quantity	UOM	Rate / Unit	Disc. / Unit	P & F / Unit	Total Amount
				41,057,530.00	0.00	0.00	41,057,530.00
	<b>This Service Comprises of</b>						
00010.1	Earth work excavation Earth work in excavation in all kind of soil/sand inclusive of rock in	10,000.000	M3	150.00			1,500,000.00
00010.2	Excavation in hard rock Excavation in hard rock by mechanical means ( blasting prohibited) up to	1,900.000	M3	1,050.00			1,995,000.00
00010.3	Backfilling to proper compaction Backfilling to proper compaction and level with selected material from e	2,500.000	M3	70.00			175,000.00
00010.4	Disposal of surplus excavated Disposal of surplus excavated earth/ unusable material including re-exca	9,400.000	M3	70.00			658,000.00
00010.5	Laying soling by 230mm to 250mm thick st Laying soling by 230mm to 250mm thick stone / boulder including breakin	150.000	M3	900.00			135,000.00
00010.6	Filling in plinth with locally available Filling in plinth with locally available river shingle under floors incl	80.000	M3	500.00			40,000.00
00010.7	P & L P.C.C-1:4:8 Providing and laying in position cement concrete including curing compac1:4:8 ( 1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nomina	600.000	M3	2,450.00			1,470,000.00
00010.8	P & L C.C-1:2:4 Providing and laying in position cement concrete including curing compac1:2:4 ( 1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nomina	270.000	M3	2,600.00			702,000.00
00010.9	Random rubble stone masonry Random rubble stone masonry for foundation and plinth in cement sand mo	450.000	M3	1,800.00			810,000.00
00010.10	P and Laying R.C.C- M30 below G.L Providing and Laying reinforced cement concrete of grade M 30 with ston	1,750.000	M3	3,000.00			5,250,000.00
00010.11	P and Laying R.C.C- M30 above G.L Providing and Laying reinforced cement concrete of grade M 30 with ston	1,370.000	M3	3,200.00			4,384,000.00
00010.12	Reinforcement mild / tor steel Reinforcement mild / tor steel (Jindal / Sale / Tata) cutting, bending,	260.000	TO	8,000.00			2,080,000.00
00010.13	P and fixing Straight shuttering below G Providing and fixing Straight shuttering by good quality shuttering mate	6,200.000	M2	425.00			2,635,000.00
00010.14	P and fixing Straight shuttering aboveG. Providing and fixing Straight shuttering by good quality shuttering mate	8,000.000	M2	460.00			3,680,000.00
00010.15	Brick masonry works Brick masonry works at different heights and locations, of any shape in	740.000	M3	4,200.00			3,108,000.00
00010.16	Half brick masonry Half brick masonry in superstructure in cement sand mortar 1:6 (1 cement	50.000	M2	500.00			25,000.00
00010.17	Applying 10 mm to 12 mm thick cement pl Applying 10 mm to 12 mm thick cement plaster in cement mortar ( 1:4 ) i	10,100.000	M2	260.00			2,626,000.00
00010.18	6 mm cement plaster 6 mm cement plaster to ceiling of mix 1:3 ( 1 cement : 3 fine sand)	700.000	M2	240.00			168,000.00
00010.19	Providing and fixing granite chowkhats Providing and fixing granite chowkhats made of approved quality single p	18.000	EA	6,000.00			108,000.00
00010.20	Providing and fixing single leaf door Providing and fixing factory made solid core single leaf door shutters m	30.000	M2	4,000.00			120,000.00
00010.21	Supplying and fixing of steel doors	8.500	M2	4,000.00			34,000.00

For JINDAL SAW LIMITED



  
Authorized Signatory

00010.22	Supplying and fixing of steel doors with frame of hollow metal pressed s P&F glazed aluminum door	10.000	M2	3,300.00	33,000.00
00010.23	P&F glazed aluminum door shutters made out of anodized (20 to 25 micron) P & Fixing UPVC window	60.000	M2	7,000.00	420,000.00
00010.24	Providing and fixing of All UPVC Two track sliding Windows shall be made P & Fixing Alum. window	15.000	M2	3,300.00	49,500.00
00010.25	Providing & fixing anodized (20 to 25 micron) Aluminium two track slidin ALUMINIUM VENTSS	20.000	M2	3,200.00	64,000.00
00010.26	ALUMINIUM VENTSS 'Providing ,fabricating and fixing aluminium ventilator Providing and fixing expanded grill	80.000	M2	700.00	56,000.00
00010.27	Providing and fixing expanded grill made of anodised aluminium as per de Providing and fixing welded mesh/expande	80.000	M2	500.00	40,000.00
00010.28	Providing and fixing welded mesh/expanded metal mesh in frame work, fla Supplying and fixing rolling shutters	40.000	M2	4,800.00	192,000.00
00010.29	Supplying and fixing rolling shutters mechanically operated of approved P & L C. C Flooring (1:2:4) 50mm thk.	1,050.000	M2	450.00	472,500.00
00010.30	Cement concrete flooring grade 1:2:4 ( 1 cement : 2 coarse sand : 4 grad Painting exterior surface acrylic	6,000.000	M2	190.00	1,140,000.00
00010.31	Painting exterior surface of Wall with 100% acrylic exterior paint of Distempering with oil bound washable dis	1,960.000	M2	150.00	294,000.00
00010.32	Distempering with oil bound washable distemper of approved brand and man Painting with enamel paint	1,400.000	M2	130.00	182,000.00
00010.33	Painting with enamel paint of approved brand and manufacture to give an P & F M.S. Fan box	12.000	EA	120.00	1,440.00
00010.34	P & F M.S. Fan box of approved quality including fixing in position whil Providing and fixing hydraulic door clos	12.000	EA	800.00	9,600.00
00010.35	Providing and fixing hydraulic door closure ISI marked Providing and carrying screeding	2,500.000	M2	450.00	1,125,000.00
00010.36	Providing and carrying screeding with waterproofing treatment to roof su Providing and mixing chloride free wate	630.000	L	120.00	75,600.00
00010.37	Providing and mixing chloride free water proof compound of approved mak Fabricating & Fixing of M.S.Insert plate	4.000	TO	19,000.00	76,000.00
00010.38	Fabricating & Fixing of M.S.Insert plates, truss, angles, beams, channel Fixing of M.S.Anchor bolts	0.800	TO	16,000.00	12,800.00
00010.39	Fixing of M.S.Anchor bolts (Bolts and Templates shall be supplied by JSL Providing and fixing in concrete PVC enc	45.000	EA	500.00	22,500.00
00010.40	Providing and fixing in concrete PVC encapsulated Rungs ( 20 mm dia) com P and fixing of G.S corrugated sheet	450.000	M2	680.00	306,000.00
00010.41	Providing and fixing of corrugated G.S. sheet roofing fixed with polymer Providing & Fixing ridge or hips of widd	40.000	M	500.00	20,000.00
00010.42	Providing & Fixing ridge or hips of width 600mm GI Sheet of s etc comp Laying boulder/rubble/stone	140.000	M3	1,700.00	238,000.00
00010.43	Laying boulder/rubble/stone( boulder/stone size 75 mm to 15 mm) mixed pl P & F on PVC. pipes 110 mm dia	250.000	M	450.00	112,500.00
00010.44	P & F on wall face PVC. pipes of approved make with wooden plugs and M. P&F rigid PVC bend 110 mm dia	60.000	EA	400.00	24,000.00
00010.45	P&F rigid PVC pipe fittings (IS: 4985 mark) of approved quality /make including joining the pipe with solvent cement rubber ring and lubricant: bend 110 mm dia	10.000	M3	55,000.00	550,000.00
	Providing and Laying non shrink grouting				
	Providing and Laying non shrink grouting by shrink komp -20 below machin				




For JINDAL SAW LIMITED

  
 Authorized Signatory

00010.46	Providing , making (ply making ) and fix Providing , making (ply making ) and fixing pockets in proper line and l	20.000	M2	550.00	11,000.00
00010.47	Leveling and dressing uneven surface Leveling and dressing uneven surface / ground by cutting or filling soil	7,500.000	M2	30.00	225,000.00
00010.48	P&F 1st quality Vitrified tiles P&F 1st quality Vitrified tiles of approved make & size (Kajaria, Spart	250.000	M2	1,200.00	300,000.00
00010.49	P&F 1st quality MAT finished ceramic til P&F 1st quality MAT finished ceramic tiles of approved make & size (Kaja	30.000	M2	1,000.00	30,000.00
00010.50	P&F Glazed Tile Providing and fixing 1st quality standard White/ ivory, grey, fuma red br	300.000	M2	1,050.00	315,000.00
00010.51	P & F Kota stone Providing and fixing Polished Blue Kota Stone slab in steps, walls, pill	60.000	M2	900.00	54,000.00
00010.52	P&F 20mm thk. terrazo tile Providing & laying 20mm thick terrazo tile over roofing including cutti	370.000	M2	900.00	333,000.00
00010.53	50mm thk. flooringw with metallic hardne 50mm thick cement flooring with metallic concrete hardener topping, u	85.000	M2	600.00	51,000.00
00010.54	Providing batta (gola) 75mm x 75mm Providing batta (gola) 75mm x 75mm in cement concrete (1:2:4) including	300.000	M	70.00	21,000.00
00010.55	Providing and fixing Granite stone slab Providing and fixing Granite stone slab mirror polished and machine cut	50.000	M2	2,700.00	135,000.00
00010.56	Providing edge moulding to 18 mm thick m Providing edge moulding to 18 mm thick marble/granite stone counters .	120.000	M	150.00	18,000.00
00010.57	Pand fixing of false ceiling Providing and fixing at all height all false ceiling of 12.5mm thick tapfixed to wall/partition with the help of rawl plugs at 450mm center to center with 25mm long drive all screws.	87.500	M2	1,100.00	96,250.00
00010.58	S and F 80mm thk. CC paver Supplying and fixing 80mm thick cement concrete precast pavers of M-30 g	250.000	M2	1,350.00	337,500.00
00010.59	Providing and fixing Kerb stone Providing and fixing Kerb stone made out of cement concrete M-15 grade 3	1,000.000	M	750.00	750,000.00
00010.60	Cutting construction joint / longitudian Cutting construction joint / longitudinal joint 4 to 6mm wide and 100 t	500.000	M	135.00	67,500.00
00010.61	Finishing with neat cement (Punning). Finishing with neat cement (Punning).	4,500.000	M2	35.00	157,500.00
00010.62	Supplying & fixing of chain link Supplying & fixing of chain link fencing 1.2 m high & compound wall gate	25.000	M2	600.00	15,000.00
00010.63	Barbed wire Fencing fixing Providing & Fixing 210 cm high Fencing of precast R C Post of 15x15 cm to tapered to 10x10cm at top placed at every 3mt.aparrt 30 cm in embeded in cement concrete 1:3:6 (30x30x45cm), corner& every tenth to be shuttered with same RC post provided with 6 horizontal line & 2 cross diagonal of barbed wire between two post fitted & fixed with G.I staples including earth work in excavation etc. complete.	130.000	M	1,700.00	221,000.00
00010.64	Dismantling RCC Demolishing of R.C.C. wall work including stacking of steel bars and dis	4.000	M3	1,500.00	6,000.00
00010.65	Dismantling of Fencing pole Dismantling of Barbed wire and R.C C pole including stacking of pole an	300.000	M	60.00	18,000.00
00010.66	Dismantling of Precast boundary wall Dismantling of Precast bounary wall and pole including stacking of po	460.000	M2	300.00	138,000.00
00010.67	Laying of Hume Pipe 300mm dia Laying of Hume Pipe 300mm dia	200.000	M	50.00	10,000.00
00010.68	P & F Indian type W.C.orissa pan P & F Indian type white glazed vitreous china 1st quality W.C.orissa pa	2.000	EA	3,400.00	6,800.00
00010.69	P & F Europan type W.C.	1.000	EA	6,500.00	6,500.00

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00010.70	P & F European type white glazed vitreous china 1st quality W.C. (l P&F 1st quality WVC Urinal	4.000	EA	3,500.00	14,000.00
00010.71	P&F 1st quality WVC Urinal (IS :2556 mark) with 25 mm dia G.I.waste pipe P & F GRANITE Urinal partition slab	1.000	EA	3,500.00	3,500.00
00010.72	P & F WVC wash basin P & F WVC wash basin (1st quality, I.S.: 2556 Mark) of approved make wit	4.000	EA	3,200.00	12,800.00
00010.73	P & F Beveled edge Mirror P & F WVC wash basin (1st quality, I.S.: 2556 Mark) of approved make wit	2.000	EA	3,500.00	7,000.00
00010.74	P & F Towel Rail or Ring P & F Towel Rail or Ring of approved quality/ make: C.P. brass towel rai	2.000	EA	1,500.00	3,000.00
00010.75	P & F Soap dish or Tray P & F Soap dish or Tray of approved quality/make C.P. brass heavy & supe	3.000	EA	680.00	2,040.00
00010.76	P & F Twin peg P & F Twin peg of approved quality /make C.P. brass heavy & superior qua	4.000	EA	800.00	3,200.00
00010.77	P & F Jet spray P & F jet spray for water closet with C.P. Copper tube flange of approve	1.000	EA	1,800.00	1,800.00
00010.78	P&F PVC pipes Internal 15 mm P & F PVC pipes "B" class( Internal works ) with PVC fittings including	40.000	M	325.00	13,000.00
00010.79	P&F PVC pipes Internal 25 mm P & F PVC pipes "B" class( Internal works ) with PVC fittings including	10.000	M	350.00	3,500.00
00010.80	P&F PVC pipes External 15 mm P & F PVC pipes ( External works ) with pvc fittings including Union (l	30.000	M	300.00	9,000.00
00010.81	P&F PVC pipes External 25 mm P & F PVC pipes ( External works ) with PVC fittings INcluding Union (l	150.000	M	325.00	48,750.00
00010.82	P&F Bib Cock P & F Bib Cock (IS : 8931 Mark), Superior quality of approved make:C.P.	5.000	EA	1,800.00	9,000.00
00010.83	Long body Bib cock (-do-) Long body, 15mm nominal bore	2.000	EA	2,400.00	4,800.00
00010.84	P&F Stop Cock P & F Stop Cock (IS :8931 Mark), superior quality & of approved make:C.P	4.000	EA	1,600.00	6,400.00
00010.85	P&F Ball Cock P & F Ball Cock (IS :1703 Mark) with Rod &P.V.C. Ball complete :(-do-) w	3.000	EA	2,000.00	6,000.00
00010.86	P&F 15 mm Connection Pipe P & F 15 mm. Dia Connection Pipe of approved quality/make :CP Brass Pipe	5.000	EA	1,000.00	5,000.00
00010.87	P & F Flush Cock / Flush Valve P & F Flush Cock / Flush Valve (IS : 9758 Mark) for WC of approved quali	2.000	EA	1,500.00	3,000.00
00010.88	P&F Full-way Valve 25 mm P & F Full-way Valve (IS:778 Mark) or wheel valve of approved make : gun	4.000	EA	2,200.00	8,800.00
00010.89	P&F Full-way Valve15 mm P & F Full-way Valve (IS:778 Mark) or wheel valve of approved make : gun	2.000	EA	1,800.00	3,600.00
00010.90	P&F PVC Storage Tank 2000 ltr P & F PVC Storage Tank (IS : 12701marked indicating the BIS license No),	2.000	EA	18,000.00	36,000.00
00010.91	P&F PVC Pipe 110 mm dia P&F rigid PVC Pipe (IS:4985 mark) class III/ (4 Kg. /Cm2.)approved qualit	20.000	M	550.00	11,000.00
00010.92	P&F Bend 110 mm P&F rigid PVC pipe fittings (IS: 4985 mark) of approved quality /make in	20.000	EA	450.00	9,000.00
00010.93	P&F Door bend 110 mm P&F rigid PVC pipe fittings (IS: 4985 mark) of approved quality /make in	8.000	EA	500.00	4,000.00

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00010.94	P&F Door tee 110 mm	4.000	EA	550.00	2,200.00
	P&F rigid PVC pipe fittings (IS: 4985 mark) of approved quality /make in				
00010.95	P&F Cowel 110 mm	1.000	EA	400.00	400.00
	P&F rigid PVC pipe fittings (IS: 4985 mark) of approved quality /make in				
00010.96	P&F Socket 110 mm	15.000	EA	450.00	6,750.00
	P&F rigid PVC pipe fittings (IS: 4985 mark) of approved quality /make in				
00010.97	P & F PVC Floor Trap	10.000	EA	550.00	5,500.00
	P & F PVC Floor Trap (Nahni) of approved quality/make with socket down				
00010.98	Construction of manhole	2.000	EA	15,000.00	30,000.00
	Construction of manhole in all type of soil inner size 90 X60 Cm. 450 mm				
00010.99	Construction of chamber	8.000	EA	4,000.00	32,000.00
	Construction of chamber in all type of soil with 300 mm thick masonry in				
00010.*0	Construction of soakage well	2.000	EA	40,000.00	80,000.00
	Construction of soakage well in all type of soil with 300 mm thick dry m				
00010.*1	Construction of septic Tank	2.000	EA	65,000.00	130,000.00
	Construction of septic Tank in all types of soil with 40 Cm .thick mason				
Schedule Date	Quantity	UOM	HSN/SAC: 995428	Applicable Tax :PO Tax CGST+SGST (9+9%) ITC	
30.11.2024	1.000	EA			

## (1)PRICE, TAXES AND DUTIES:

- i) The order will be treated as unit rate contract as per BOQ rates.
- ii) Prices are Firm and shall not change during the course of execution of this Work Order and the above total basic contract value shall be inclusive of all taxes, duties, cess, any other statutory taxes for manpower and materials (consumables like gas, electrodes etc.), but excluding of GST, which shall be paid extra against submission of proof of deposition of the same. GST deposition proof shall be provided by the Contractor for their previous bills before clearing of their subsequent bills to JSAW.
- iii) GST shall be paid extra as applicable.  
Supplier/Contractor/Service Provider shall abide by all provisions of GST Rules/Acts as applicable and provide all necessary documentation etc as required by Jindal SAW time to time, failing which Jindal SAW is free to debit you in case of any liability falling to Jindal SAW in case of non-compliance by you.
- Supplier/Contractor/Service Provider has to strictly follow his tax liability as per GST act effective from 1st July-2017. Major points are covered as under and if anything is missed out or any amendment in GST act to be followed by Contractor/Service Provider.
- (a) Supplier/Contractor/Service Provider shall be entertained only if he has a valid GST registration number, which should be clearly mentioned in the offer.
- If any specific exemption is available at Contractor/Service Provider's end, a declaration with due supporting documents need to be furnished by supplier for considering the offer.
- If JSAW finds any specific exemption in any of their project against Government Notification, then Supplier/ Contractor/ Service Provider shall have to follow the cost effective tax procedure and documentation, so JSAW can avail maximum tax benefits.
- (b) Supplier/Contractor/Service Provider shall mention his GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per Order, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- (c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- (d) A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and

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regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of JSAW.

(e) All documents like Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in Order, shall be sent along with the vehicle/consignment/submitted with invoices. For all consignments/services received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the Order, then JSAW will not be able to accept or account the material/service, in such case availing of tax credit will be deferred to next month or so.

(f) In case of discrepancy in the data uploaded by Supplier/Contractor/Service Provider in the GSTN portal or in case of any shortages or rejection in the supply/Service, then JSAW will not be able to avail the tax credit and will notify the supplier/ Contractor/Service Provider of the same. Supplier/ Contractor/Service Provider has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by JSAW.

(g) For any such delay in availing of input tax credit / non availability of input tax credit for reasons attributable to Supplier/ Contractor/Service Provider (as mentioned above), same shall be recovered from supplier/ Contractor/Service Provider.

Special Note: Uploading of GST Tax Invoices by Vendors/ Contractors is a must and shall have bearing on release of payment to vendor and shall be followed as per prevalent GST Law and procedures, outlined as below:

As per the recent amendment in GST law vide Notification No. 49/2019- Central Tax regarding availability of Input Tax credit on purchases, effective from 9th Oct 2019, Input Tax Credit on purchases of goods/ services will be available only if the vendor has filed their GST return and the corresponding invoice is reported in the GSTR-1 and is reflected in GSTR2A. In other words, ITC availability would depend on the invoices and debit notes uploaded by the supplier in GSTR1 return. In case where the invoices/ debit notes have not been uploaded by the suppliers in GSTR-1, Input Tax Credit (ITC) shall not be available.

So, in simple terms, Input Tax Credit on purchases of Material / Services will be available only when:

- a) Vendor has deposited his dues Taxes & filed his GST return GSTR1.
- b) Vendor has correctly uploaded details of invoices in the return GSTR1.
- c) It is also imperative that Vendor upload details of their invoices on day today basis to avoid last minute rush. This is essential for small vendors who are filing their GST returns on Quarterly basis.
- d) The invoices are reflected in GSTR2A.

Therefore, we Jindal SAW Ltd as Purchaser, shall reserve the right to release payments upon compliances of the above new procedure and/or shall hold amount equivalent to GST amount from each RA Bills till such compliances are met by the supplier/vendor/contractor and release the equivalent hold amount only after the GST compliances (GSTR1, GSTR2A) are met.

iv) TDS shall be deducted at source as applicable and TDS deduction certificate will be issued.

v) Insurance: Contractor shall arrange for the insurance of their tools & equipment in use at site, along with that of labors during the execution of work at JSAW site. Contractor shall also be responsible for third party liability for his equipment(s) & manpower. Contractor shall be responsible for all the risks & consequences for gross negligence on his part.

vi) Work Contract Tax: WCT will be deducted, if applicable and no refund/claim will be admissible.

vii) Contractor will maintain the accountability of Free Issue Material and will return back the excess material to Stores after final job completion.

viii) Reconciliation (Issued/Used and Balance material) report of free issue material shall be prepared and submitted by the contractor along with Running Bills if required by JSAW Project Incharge/Engineer. Without reconciliation of all free issue material JSAW reserves the right not to release the final milestone payments.

Note:-

Statutory Conditions - Contractors will follow all statutory requirements/norms/rules/laws under ESI/ PF deposition, WC Act, Labour Laws, etc as applicable. TDS will be deducted at source as applicable and Certificate of TDS Deduction will be provided. WCT will be deducted as applicable and no refund/claim will be admissible.

All Terms & conditions mentioned on main body of the order will supersede "JSAW's General Terms & Conditions for Domestic Service" mentioned in Annexure-1, wherever same clause appear. However, all other terms and conditions mentioned in this annexure shall apply.

Order Acknowledgement: - Please acknowledge receipt of the order and send order confirmation within 03 days of receipt of the order, failing which it shall be assumed as confirmed & having accepted by you. Order confirmation sent by mail shall be admissible for calculating all milestone date such

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as delivery, payment etc.

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## Annexure 1 for PO No.:4732008444

JSAW'S GENERAL COMMERCIAL TERMS & CONDITIONS FOR SERVICE  
(IF NOT SPECIFIED OTHERWISE)

1. Price: The order will be treated as unit rate contract as per BOQ rates.

Prices are Firm and fix basis and shall not change during the course of execution of this Work Order and the above total basic contract value shall be inclusive of all taxes, duties, cess, any other statutory taxes for manpower and materials etc., but excluding of GST.

2. Insurance: Contractor shall arrange for the insurance of their tools & equipment in use at site, along with that of labours during the execution of work at JSAW site. Contractor shall also be responsible for third party liability for his equipment(s) & manpower. Contractor shall be responsible for all the risks & consequences for gross negligence on his part.

3. Goods and Services Tax (GST): Seller has to strictly follow their tax liability as per GST act effective from 1st July-2017. Major points are covered as under and if anything is missed out or any amendment in GST act to be followed by Seller.

3.1 Indigenous supplier shall be entertained only if the vendor has a valid GST registration number, which should be clearly mentioned in the offer.

- If any specific exemption is available at Supplier's end, a declaration with due supporting documents need to be furnished by supplier for considering the offer.

- If JSAW finds any specific exemption in any of their project against Government Notification, then Seller shall have to follow the cost effective tax procedure and documentation, so JSAW can avail maximum tax benefits.

3.2 Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per Order, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

3.3 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

3.4 A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of JSAW.

3.5 All documents like Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in Order, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the Order, then JSAW will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.

3.6 In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then JSAW will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by JSAW.

3.7 For any such delay in availing of input tax credit / non availability of input tax credit for reasons attributable to supplier (as mentioned above), same shall be recovered from supplier.

3.8 TDS shall be deducted at source as applicable and TDS deduction certificate will be issued.

3.9 If some of the goods and services, which have still not covered under GST act, on those goods and services, following shall be applicable:

- Service Tax shall be paid extra as applicable against submission of proof of deposition of the same. Service tax deposition proof shall be provided by the Contractor for their previous bills before clearing of their subsequent bills to JSAW in normal course. Your Payment will not be held if you are not able to deposit Service Tax deposition challans against previous RA Bills due to unavoidable circumstances, but Proof of all previous service tax deposition Challan will be submitted before clearance of Final bills.

3.10 Payment of GST is subject to necessary GST compliances by you. In case ITC of GST becomes ineligible to us due to non-compliances by you, same will not be payable to you and in case already paid, same will be recoverable from you/ adjusted against any dues to you.

4. Contract Security Guarantee (CPBG): Contractor shall submit a contract performance Bank Guarantee (CPBG) for 10% of the Total Contract basic value as per JSAW's standard format, which shall remain valid till the completion of work / job plus 01 month of claim period. CPBG shall be applicable, if basic order value is more than Rs. 1.00 Crore.

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**Annexure 1 for PO No.:4732008444**

5. Mobilization Time: 02-07 days from the date of issue of work order, if not specified otherwise.
6. Work completion schedule: Timely completion of the work / job is the essence of this contract and shall be rigidly followed.
7. Liquidated Damages: Liquidated Damage will be applicable if there is a delay beyond the agreed completion period and shall entitle JSAW to deduct LD @ 1% of total basic order value per week or part thereof delay, subject to a maximum of 10% of the total basic order value. LD shall be deducted from any amount payable to the supplier. However, if there is delay in providing clear fronts from JSAW and for any other reasons solely attributable to JSAW (Refer Completion Time Clause), the same shall be added in the completion period and accordingly LD shall be applicable.
8. Payment Term:
- (A) 90% payment will be released within 15 days of submission of R. A. Bill to JSAW Project Incharge/HOD duly approved and certified by JSAW Project In-charge/HOD.

(B) 10% amount will be released after total completion of job and adjustment of LD Penalty, if any, duly approved and certified by JSAW Project In-charge/HOD. This payment shall be released against submission of PBG of equivalent amount as per JSAW's standard format, which shall remain valid till 12 months from date of total job completion.

Note: At the time of submission of each R.A Bill to JSAW, Contractor has to submit reconciliation statement of free issue materials duly approved / certified by the Project / Plant in-charge.

9. As per MSMED Act, 2006, existing Registrations as MSME were valid only till 31st March,2021 and eligible entities were supposed to get themselves re-registered under the Udyam Registration Portal by the said date. Accordingly, your status as MSME will only be taken basis Udyam Registration Certificate # including any amendments therein from time to time- if any provided to us.

**(A) JOB EXECUTION**

1) Completion Period: Timely completion of the work is the essence of this contract. Contractor shall, at all time mobilize sufficient resources for timely completion of the work. Completion Period shall be as follows:

Entire work shall be completed by as per agreement including the time period of mobilization time of release of Work Order subject to availability of material (in JSAW scope of supply) and site in cleared condition.

Contractor shall start the job execution immediately after release of Work Order in consultation with JSAW Project In charge/HOD and all milestone dates shall be reckoned accordingly. Soft copy of WO sent by mail and received by the contractor will be considered for commencement of activities in consultation with JSAW.

Special Condition: Though the final completion schedule is defined as above, Contractor shall mobilize additional manpower/resources as directed by JSAW Project / Plant Incharge to expedite the Job, if required. In case the Contractor fails to deploy such additional requirements, JSAW shall be at its liberty to either cancel the Order or deploy additional resources at the cost of Contractor to maintain the revised work completion timeline, if required.

2) Mobilization: Contractor shall mobilize the complete manpower and machinery at job site as per agreement from the date of issue of work order.

3) Resources: Contractor shall deploy adequate Manpower, Equipment, Breakers, Dumpers, Tractor Trolleys, Hydra Cranes, tools, Tackles, consumables & Scaffolding material, etc appropriate to the job for carrying out the execution of work. JSAW will not provide any type of tools/equipment etc for this job.

4) Additional Resources: If it is identified that additional manpower & equipment are required to be deployed in order to complete the targeted job as per schedule, Contractor shall deploy and mobilize such additional manpower & equipment immediately to avoid any such job schedule delay at Site without charging an extra cost to JSAW except Special Machines identified and agreed by JSAW.

5) Quality of job: Entire job shall be completely as per the Technical Specifications/guidance provided by JSAW. The quality of the work shall be approved by JSAW / Any Third Party Agency deputed by JSAW.

6) Quantity of Job and Quantity Variation: The Job Work shall be taken up strictly as per the Work Order; any upward variation in the quantities mentioned shall be taken up immediately with the concerned site in charge and should be addressed to him in writing well in advance.

7) Additional Quantity / Item: Any extra work if required to be taken up apart from the items mentioned in the BOQ, shall only be executed after receipt of work order Amendment from JSAW.

8) Contractor shall maintain measurement book/record in the format specified by JSAW for job work on daily basis and get the same certified/verified by JSAW site in-charge/engineer. Contractor shall submit daily report to JSAW in approved format giving the progress of job work activities. Contractor shall attend progress review meeting as desired by JSAW and shall also take suitable action as reviewed in the meetings and suggested by JSAW for expediting the work.

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## Annexure 1 for PO No.:4732008444

9) JSAW shall review periodically the progress of work. JSAW reserves the right to off load part or full quantity of the work under Contractor's scope to any other agency, if

i. The contractor does not achieve the required progress and/or ii. Quality of work is not satisfactory.

10) JSAW reserves the right to short close the contract without giving any reasons.

11) The security of all your assets, equipment and the bought out items, which will be under your possession, shall be under your scope.

12) All clauses including wastage clause shall be applicable as per JSAW's specifications. Contractor shall bring specific cases to our notice, in case wastage exceeds the specific norms.

13) All work will be carried out by the contractor under the supervision of JSAW engineer(s) and contractor will have no authority to take out any material from JSAW Site.

14) Contractor's Staff, Workers & Labors will not be allowed from the factory gate without Safety Helmets & Safety Shoes.

15) Child Labors are strictly prohibited.

16) Ladies Labors / Workers with their Children will not be allowed to work at site.

17) Height (Height Permission required above 3.0 Mtrs Level) permission will be taken from JSAW before engaging labors / Workers for working at height.

18) Barricading shall be done by contractor at work stations/site by safety Tape / Ribbon Contractor's scope.

19) Day to Day site housekeeping shall be in Contractor's scope.

20) Without Site Incharge, required Numbers of Site Engineers, Store Keeper & Site Supervisors Contractor will not be allowed to work at site.

21) Complete surveying, marking center line on foundation, Preparing Protocol are all in contractor scope of work.

(B) JSAW SCOPE OF WORK AND MATERIAL:

As mentioned in Enquiry and agreed during final negotiations.

(C) CONTRACTOR'S SCOPE OF WORK AND MATERIAL:

As mentioned in Enquiry and agreed during final negotiations.

(D) WARRANTY (DEFECT LIABILITY):

The Contractor warrants the quality of the Works under the Scope of Works for a period of 12 months from the date of certifications of final bill, against defective material, poor workmanship. In case the Works show any defect arising out of defective material, and/or poor workmanship during the warranty period, the Contractor shall take immediate step for rectification within 7 days of observance of such defect, free of all cost against written communication from the Company (JSAW)/Engineer failing which the Company (JSAW) reserves the right to carry out rectification/ replacement at the risks and cost of the Contractor and recover the expenses from the Contractor's dues to the Company (JSAW) / group Company (JSAW) / if any / or other means, as deemed fit per terms of the contract.

Should any defective work have been done by the Contractor shall be liable to make good the same in the same manner as if the work has been done and the materials supplied by the Contractor itself. The Contractor shall remain liable under the provisions of this clause notwithstanding the payment of any intermediate bills or settlement of the final bill.

(E) INSPECTION, SUPERVISION AND TEST:




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## Annexure 1 for PO No.:4732008444

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JSAW / Consultant of JSAW / any nominated third party inspection agency shall have the right of inspection and supervision of the process adopted by the Contractor for the execution of the works at various stages. In case the job process adopted is not found suitable and commensurate with the desired parameters, the Contractor will be advised to adopt the correct process which will be binding on the Contractor. JSAW's decision regarding the quality of work and its acceptability shall be final and binding on the Contractor.

## (F) SITE CO-ORDINATION:

Contractor shall Co-ordinate with JSAW Site in-charge/engineer for all activities like Mobilization of manpower, Site Clearance, Scope of Work, Process, Execution Schedule, Technical clearance, Bill Passing etc. related to execution of the Work at site.

## (G) INVOICING / CONSIGNEE DETAILS:

Shall be mentioned / as mentioned in page 1 (front page RHS top corner) of the Order.

## (H) CODE OF CONDUCT:

If any person(s) of Contractor is found involved in activities which are not ethical like bribing or malpractices, moral turpitude during the execution of WO, in such a situation, JSAW shall have the discretion of penalizing such person(s) and/or ask the Contractor to make suitable replacement without upsetting completion schedule and quality of Works and also such activities shall entitle JSAW to terminate this Work Order.

(I) If Contractor / Vendor fails to complete the Service within the stipulated completion time period OR if completed the service within stipulated completion period but not found as per desired specification & quality, JSAW reserves the right to get this service completed from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred to get the service completed from alternative source will be recovered from Contractor / Vendor, if necessary by due legal process.

## (J) ARBITRATION:

If any dispute or difference of any kind whatsoever shall arise between the Company (JSAW) and the Contractor for the performance of the Contract whether during the progress of Works or after completion during Defect Liability Warranty period or whether before or after the termination, abandonment, it shall be resolved, in the first instance, by discussion between the Company (JSAW) and the Contractor. In the event such dispute or difference cannot be resolved within 45 days of commencement of such discussion, it shall be settled by Arbitration, Sole arbitrator to be appointed by JSAW under the provisions of Arbitration and Conciliation Act, 1996 of Govt. of India and any statutory modification thereof. The arbitration award shall be final and binding on the parties and losing party will bear the cost of arbitration.

## (K) CIVIL JURISDICTION:

This Contract shall be governed by and interpreted in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of the Courts of New Delhi.

## (L) INTELLECTUAL PROPERTY RIGHTS:

Contractor shall warrant that service given by them do not infringe any design, Patent or trademark of any third party & in event of any claim, loss or damage suffered by the company or any infringement action being taken against the company by third party, the same shall be detented at contractor's cost & contractor undertakes to indemnify the company for any such loss or damage.

## (M) INDEMNITY:

Supplier shall indemnify, defend & hold harmless purchaser & purchaser's affiliated corporation & their officers, directors, employees & agent against & in respect to any & all claims, demands, losses, cost, deficiencies, including interest, penalties & reasonable attorneys' fee arising as a result of or in connection with any breach of supplier, or failure by supplier to perform, any of its representation warranties undertakings or other obligation under this agreement, any claim, should, injunction or other relief arising out of any claim that the goods are any process, technique, or mean of manufacturer adopted by supplier with respect to the goods infringes or violated any IPR. Such indemnification shall survive the expiration of termination of this agreement.

## (N) CONFIDENTIALITY:

All drawings tools and samples provided by JSAW to supplier for executing this order shall be our exclusive property & shall be returned to company (JSAW) immediately on completion of this order. All tools will be maintained by you & in the event of damage or loss Supplier shall make good the same. Under no circumstances you shall disclose to third party(ies) the information contained in our drawings / specifications without prior consent in writing.

## (O) SAFETY/HYGIENE:




For JINDAL SAW LIMITED

Authorized Signatory

## Annexure 1 for PO No.:4732008444

- i) All safety PPE should be provided by the Contractor to their workmen. Contractor shall abide by the standards of safety, Cleanliness, housekeeping from time to time and shall follow Hygiene norms prevalent in JSAW and as per guidance from JSAW site in-charge/engineer.
- ii) Contractor's Staff, Workers & Labors will not be allowed from the factory gate without Safety Helmets & Safety Shoes.
- iii) Contractor shall ensure safety of his workmen and the equipment while execution of the work. Contractor shall abide with all safety regulations prevalent in JSAW and also laid down by the State and Indian Govt. contractor shall carry out the required formalities for obtaining labor license, insurance, PF etc, as laid down by the State and Indian Govt. Contractor will ensure strict adherence to the applicable statutory laws including workmen compensation policy. Contractor shall take necessary care while execution of the work for ensuring safety of his and JSAW workmen/staff and equipment(s). All safety compliances for the manpower shall be under your scope.

## (P) FORCE MAJEURE:

- i) The term "Force Majeure" as employed herein shall mean Acts of God, War, Riots, Revolt, Fire, Flood and Acts and Regulations of respective Governments of the two parties, namely the Buyer and the Contractor.
- ii) In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Work Order, the relative obligation of the Party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts.
- iii) Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing within 72 hours (Seventy-two hours) of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- iv) Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts, without any cost implication.
- v) If job work is suspended, the Force Majeure conditions lasting for more than two months, then the Buyer shall have the option of cancelling or terminating the work order in whole or part thereof at Buyer's discretion without any liability at its part.

## (Q) STATUTORY REQUIREMENTS:

Contractor has to submit the authentic copy of following before commencement of work at site:

- i) Applicable Workmen's Compensation Insurance (WCI) policy (to be taken from any General Insurance Co.), of adequate value commensurate with risk involved in the job
- ii) License for Labour Laws (as per Labour Contract Act of State/Central Govt., as applicable) and compliance under this Act.
- iii) Statutory compliance under Provident Fund (PF) Act and ESI if and as applicable. iv) Statutory compliance under Minimum wages Act (State / Central Govt. as applicable). v) Statutory compliance under Payment of Wages Act. vi) Child Labour is strictly prohibited under Labour laws & contractor shall not employ any child labour.

(R) ASSIGNMENT & SUBCONTRACTING: Order / contract cannot be assigned by Supplier to any third party without prior consent of the company (JSAW)

## (S) LODGING AND BOARDING:

You will have to make your own lodging and boarding arrangements for your team at site.

## (T) SECURITY:

You will make own arrangement for required security services for the security of your men, material and equipment at site and will avoid theft during the execution of Work Order. In the event of any loss of material, JSAW shall not be held liable.

## (U) TERMINATION:

JSAW shall reserve the right to terminate the contract with the notice period of 15 days without assigning any reason.

## (V) RISK PURCHASE:




For JINDAL SAW LIMITED

Authorized Signatory

Annexure 1 for PO No.:4732008444

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If Contractor fails to complete the Service within the stipulated completion time period or, if completed the service within stipulated completion period but not found as per desired specification & quality, JSAW reserves the right to get this service completed from alternative sources at the contractor's risk, responsibility and cost. Any extra cost incurred to get the service completed from alternative source will be recovered from Contractor / Vendor, if necessary by due legal process.

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For JINDAL SAW LIMITED

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Authorized Signatory

## Annexure 2 for PO Number:4732008444

## General Safety Clause for Contractors

1. Contractor shall provide authorized representative, trained & skilled workers, competent & qualified supervisor and site safety supervisor to accomplish the job safely.
  2. JSAW reserve the right to deny entry into its facility to any contract person or supervisors deems unfit, unsuitable or unwilling to comply with any safety & health requirement.
  3. Standard and approved tools & equipments shall be provided by the contractor. These equipments tools tackles should be fit to use. Contractor must submit to job executing department copies of all relevant documents of safety equipment,s inspection & test certificates issued by competent person, for acceptance (e.g. test certificates of chain block, wirerope, hydra etc.).
  4. JSAW safety management shall be applicable to all contractors and sub contractors.
  5. Contractor must submit to job executing department copies of all completed relevant documents like standard operating procedure, daily job briefing, safety equipments inspection certificates., tool box meeting records etc.
  6. Work permits shall take before start of Job for all high risk jobs, such as working at height, electrical isolation, vessel entry, hot job (e.g. gas cutting/welding/grinding/drilling), cold work (for work in pipeline) etc. Contractor shall provide the man power that has specific competency for that job. Failing to which, it will be treated as non compliance and executing department shall take appropriate action as per company's rule on contractor person.
  7. JSAW shall have the right, without contacting the contractor , to immediately stop any work that, in the opinion of the JSAW employees, has got fatal or serious consequence. JSAW will report the situation to contractor for correction. Work will remain stopped until it is made safe. For safety violation will be guided by JSAW management and it will be binding to the contractor and their employees to abide by it.
  8. Contractor must conduct a weekly review on safety aspects such review will include current safety audit result, injury/illness summary, safety meeting summary, hazard review of upcoming work, incident, injury and near miss investigation, compliance to safety standards.
  9. Contractor will participate in safety line walk to their working site along with JSAW management representative at least once in a month. Contractor will assist executing department in safety audits.
  10. Contractor shall apply all safety aspects of JSAW safety standard, life saving rules, codes & standard referred to in the technical specification, any rules regulation and enactment of government agencies as applicable in course of execution as well as off the job activity. Contractor shall abide by all relevant & applicable rules & regulation as laid by government & JSAW.
  11. The contractor shall ensure for initial & periodic health checkup by CMO, JSAW, in a frequency mentioned in factory or any other government acts and rules.
  - 12 Contractor shall take all necessary safety precautions during the execution of the job to prevent any mishmap, accident. property lose etc. Contractor shall solely responsible for any accident or injury that may happen to any personnel engaged in execution of work. Contractor shall bear all the payment/ compensation against any loss or damage to property, plant and equipment during execution of work, treatment, death and labour obligation. JSAW shall not liable for any damage or compensation payable in consequence of any accident or injuries.
  - 13 Contractor shall not engage personnel below the age of 18 years.
  - 14 Contractor shall impart refresher training time to time to their employees to creat a safety culture at work site through tool box and safety awareness mass meeting.
  - 15 Contractor shall solely responsible for the safe & social behaviour of their employees. Any adverse report of contract employee will be treated as non-compliance and executing department shall be liberty to take action on contractor.
  - 16 Contractor shall not make any changes/ alteration to the job plan /equipment without prior consultation with the executing department.
  - 17 Contrator shall not start any job without taking permit to work, relevant clearance such as electrical isolation, work at height, confind space etc. shall be mandatory. Carry out job hazard analysis, Standard operating procedure or any other applicable document. Contractor's supervisor must discuss the job plan and the method of work before start of any job.
  - 18 Contractor should report all incidences, injury cases, near miss and dangerous occurrence to JSAW contract administrator / line Manager or contract owner immediately as and when it has occurred irrespective of severity of incident and without any prejudice.
  - 19 Contractor safety performance will be periodically eveluated objectively on a set parameters to ensure partnership expectations are continually met. Identified deficiencies must be corrected safety performance will be considered for all future order by JSAW.
  - 20 Ensuring that all tools, tackles & equipment brought onto or at JSAW premisies for execution of the job are certified/tested by relevant and applicable regulatory authourities, fit for usage.
  21. Ensure equipment and tools are stored/ maintained in safe condition as indusrtly norm, or other relevant authority requirements. JSAW tools, tackles and equipment loaned to contractors for use on site must be maintained in safe working order/ condition.
  22. Establishing safe systems of work with competent supervision to ensure the work does not expose individuals to injury or JSAW assets to harm.
  23. Contractor Site Supervisors / Incharge to ensure compliance to all JSAW safety expectation, standards, guidelines, etc.
  24. Contractor shall be responsible to provide appropriate personal protective equipment (PPE) which met the BIS/EN standard and approved by JSAW for task undertaken by their employees and ensuring 100% compliance to use of PPE's.
  25. Maintaining the necessary insurance coverage required by JSAW and local regulation. Establishing and maintain an effective safety , health & environmental program in accordance with applicable central, state and local regulations.
  26. No contractor will appoint a contract employees of other's contractors without prior approval of the previous contrator and line manager.
  27. Responsibility of contract's supervisors/ site Incharge
- # Contract's Supervisor will be responsible and accountable for the quility and safety of himself & his employees work.




For JINDAL SAW LIMITED

Authorized Signatory

**Annexure 2 for PO Number:4732008444**

# He shall ensure daily assignment of job to his workers delegate specific tasks inspect tools and equipment and PPE.

# He will identify and help in correcting the unsafe conditions at site. He will ensure tool box and mass safety meeting is conducted regularly. He will ensure reporting of all incidences and near miss and participate in incident investigation.

28. Contractor shall depute site safety supervisors for all high risk job as per the demand JSAW management.

**Declaration**

I hereby agree & confirm the following condition:

1. That I have undertaken the above matter.
2. The above named persons have been engaged /employed by me performing the above noted job the work at the site will b done in my own supervision & control.
3. That no person less than 18 years age shall be deployed in to work inside the premises.
4. That the responsibility for payment of wages and all other legal benefits under law rest totally on me and not on JSAW.
5. That during their work inside the premises I shall abide by all the norms of Health & Safety of my employees and in case of any injury, only will be responsible for their treatment and any kind of compensation whatsoever.
6. I have fully understood and hereby confirm that in case of any violation of Health & Safety norms or any violation of law in force, the company will have the right to terminate my contract without any advance notice and it can also charge me fees for any kind of expenses, it may have to make in order to fulfill the legal obligation, if any.

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For JINDAL SAW LIMITED

Authorized Signatory



# JINDAL SAW LIMITED

CORPORATE PROCUREMENT DEPT. ( NRM)  
 JINDAL ITF CENTRE, 28, SHIVAJI MARG,  
 NEW DELHI - 110015 INDIA.  
 Tel:91-11-45021200, Fax: 91-11-25928118, 45021982

## ANNEXURE -A/124

### PURCHASE ORDER

**Purchase Order No:4734011819**  
**Effective Date:19.11.2022**

Vendor :1000606  
**JINDAL STEEL & POWER LTD**  
 CHHENDIPAD ROAD,NISHA ,S.H 63  
 JINDAL NAGAR  
 ANGUL 759111  
 Orissa India  
 Tel:06761254191 06761254191  
 Fax: 06761254141  
 E-mail:gyaneshwari.singh@jindalsteel.com  
 GST Number :21AAACJ7097D1ZS  
 Sales Person:  
 Contact No:  
 Your Reference:

**Bill to / Ship to Address :**

**Jindal Saw Limited-Bhilwara**  
 ARAJI NO. 9697/6711,  
 NEAR TIRANGA HILLS,  
 Bhilwara  
 Rajasthan 311802 India

PAN : AABCS7280C  
 GST Number : 08AABCS7280C1ZF

**Buyer Details :**

Contact Person :Manoj Pandey  
 Email Id :Manoj.Pandey@jindalsaw.com  
 Phone No/Extn :01145021838/838 Fax No:01125928118  
 Mobile No:9958581232

**We are pleased to place an order on you for the following material /service subject to terms & conditions and instructions specified here in.**

**The supplier / vendor / service provider under this contract / order confirms that there is no content which has an origin in any of the countries which are on the sanctioned list of OFAC / UN / EU / US.**

Order Value Summary:

	Amount (INR)
Gross Value ( INR )	4590500.00
Integrated GST	826290.00

**TOTAL ORDER VALUE** 5416790.00

**IN WORDS,INR FIFTY-FOUR LAKH SIXTEEN THOUSAND SEVEN HUNDRED NINETY AND ZERO PAISE ONLY**

Price Basis: Free on Road JSAW BHILWARA PLANT  
 Payment Terms: 100% ADVANCE ALONG WITH PURCHASE ORDER  
 Weight Tolerance= +/- 1 % of invoice weight  
 Grade-FE-500/550  
 Freight and Insurance in Supplier Scope

00010	10036987 TOR STEEL 08 MM MS	Quantity: 3.000 Tonne			
		Rate / Unit	Disc. / Unit	P & F / Unit	Total Amount
		59,250.00	0.00	0.00	177,750.00

**Project Reference :MP/BW01-0041-01- Civil work-STP plant-machinery-IT**

Schedule Date      Quantity      UOM      **HSN/SAC: 72149190**      **Applicable Tax :PO Tax IGST (18%) ITC**  
 25.12.2022      3.000      TO  
 Quantity Tolerance : +10.0% & - 10.0%

00020	10042448 TOR STEEL 10 MM MS	Quantity: 6.000 Tonne			
		Rate / Unit	Disc. / Unit	P & F / Unit	Total Amount
		58,000.00	0.00	0.00	348,000.00

**Project Reference :MP/BW01-0041-01- Civil work-STP plant-machinery-IT**

Schedule Date      Quantity      UOM      **HSN/SAC: 72149190**      **Applicable Tax :PO Tax IGST (18%) ITC Non Ded**  
 25.12.2022      6.000      TO

**For JINDAL SAW LIMITED**

**Authorized Signatory**

Reg. Office : A-1, UPSIDC Indl. Area , Nandgaon Road , Kosi Kalan , Distt:Mathura (U.P.), 281 403  
 Jindal Centre, 12 Bhikhaji Kama Place , Ramakrishna Puram (West), New Delhi, Delhi, 110 066

Quantity Tolerance : +10.0% &amp; - 10.0%

**00030 10042449 TOR STEEL 12 MM MS****Quantity: 45.000 Tonne**

Rate / Unit	Disc. / Unit	P & F / Unit	Total Amount
57,250.00	0.00	0.00	2,576,250.00

**Project Reference :MP/BW01-0041-01- Civil work-STP plant-machinery-IT**

Schedule Date	Quantity	UOM	HSN/SAC: 72149190	Applicable Tax :PO Tax IGST (18%) ITC Non Ded
25.12.2022	45.000	TO		

Quantity Tolerance : +10.0% &amp; - 10.0%

**00040 10042450 TOR STEEL 16 MM MS****Quantity: 26.000 Tonne**

Rate / Unit	Disc. / Unit	P & F / Unit	Total Amount
57,250.00	0.00	0.00	1,488,500.00

**Project Reference :MP/BW01-0041-01- Civil work-STP plant-machinery-IT**

Schedule Date	Quantity	UOM	HSN/SAC: 72149190	Applicable Tax :PO Tax IGST (18%) ITC Non Ded
25.12.2022	26.000	TO		

Quantity Tolerance : +10.0% &amp; - 10.0%

1. Delivery Schedule: Material is to be dispatched to our site within 4 weeks from the date of receipt of PO.

2. Liquidated Damages :Not Applicable

3. Penalty for Non-Performance: Not applicable

4. Penalty for short-fall in weight: Not applicable

5. Inspection: - To be done at our works.

6. Planned Maintenance Schedule: Not Applicable

7. Order Execution Plan: Not Applicable

8. Documentation:

You shall furnish us the Manufacturer's Test Reports/Certificates, Warranty Certificate, and other documents as required by us along with supply of Material if applicable.

9. Shipping Instruction:

Freight and Transit insurance in supplier scope.

Note:-

All Terms &amp; conditions mentioned on main body of the order will supersede the respective terms and condition of "JSAW's General Terms &amp; Conditions for Domestic Supply" mentioned in Annexure-1.

Order Acknowledgement: - Please acknowledge receipt of the order and send order confirmation within 03 days of receipt of the order, failing which it shall be assumed as confirmed &amp; having accepted by you.

For JINDAL SAW LIMITED

Authorized Signatory

**Annexure 1 for PO No.:4734011819****26****JSAW'S GENERAL COMMERCIAL TERMS & CONDITIONS FOR DOMESTIC SUPPLY  
(IF NOT SPECIFIED OTHERWISE)**

1. Price: All the rates stated/quoted/agreed are understood to be FOR-our Works / Site, if not specified otherwise.

Prices are on a fix & firm basis till the successful completion of supplies and services (supervision service for erection, commissioning & PG test) of the Plant / Goods and in no case any escalation shall be provided by JSAW on any account not even on account of currency fluctuations.

2. Freight & Insurance: Shall be borne by the Supplier, if not specified otherwise.

3. Goods and Services Tax (GST): Seller has to strictly follow their tax liability as per GST act effective from 1st July-2017. Major points are covered as under and if anything is missed out or any amendment in GST act to be followed by Seller.

3.1 Indigenous supplier shall be entertained only if the vendor has a valid GST registration number, which should be clearly mentioned in the offer.

-If any specific exemption is available at Supplier's end, a declaration with due supporting documents need to be furnished by supplier for considering the offer.

-If JSAW finds any specific exemption in any of their project against Government Notification, then Seller shall have to follow the cost effective tax procedure and documentation, so JSAW can avail maximum tax benefits.

3.2 Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per Order, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

3.3 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

3.4 A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of JSAW.

3.5 All documents like Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in Order, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the Order, then JSAW will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.

3.6 In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then JSAW will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by JSAW.

3.7 For any such delay in availing of input tax credit / non availability of input tax credit for reasons attributable to supplier (as mentioned above), same shall be recovered from supplier.

3.8 If some of the goods and services, which have still not covered under GST act, on those goods and services, following shall be applicable:

-The Contract Price for Supply of Goods shall be exclusive of all taxes, duties, levies, cess, octroi, Service Tax etc. as may be applicable in connection with the execution of the Contract. The same shall be paid by the JSAW to the Seller extra at actual as per present prevailing rate against documentary evidence. However, you shall provide max. ceiling amount of Excise Duty and CST against Form 'C' in INR as per applicable prevailing rate and all taxes, duties, cess, levies etc. shall be paid extra at actual against documentary evidence within defined ceiling limit.

- The JSAW shall issue necessary Sales tax declaration forms for Seller to avail concessional rate of sales tax. Interstate sale of goods is on the basis of Sale in Transit.

- In case of any substitution or replacement of existing taxes, duties, levies, cess, etc, the respective provisions in the Contract shall be amended accordingly, based on documentary evidence to be submitted by the Seller provided this value is within defined ceiling limit value of taxes and duties.

3.9 Payment of GST is subject to necessary GST compliances by you. In case ITC of GST becomes ineligible to us due to non-compliances by you, same will not be payable to you and in case already paid, same will be recoverable from you/ adjusted against any dues to you.

4. TCS (Tax collected at source), TDS (Tax Deducted at Source):

4 (a). This subclause will be applicable for the supplies made under this Purchase Order till 30th June, 2021:

"TCS U/s 206 C (1H), as applicable, will be paid extra. Amount of TCS will be paid on receipt of valid document.

-Seller is requested to provide TCS certificate to JSAW in Form No 27D within 30 days from the end of quarter or refund the said amount of TCS to JSAW, otherwise same will be recovered from next amount due to Seller's concern."

**For JINDAL SAW LIMITED**

**Authorized Signatory**

## Annexure 1 for PO No.:4734011819

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- 4(b). As per provisions of Section 194Q of Income Tax Act applicable w.e.f. 1st July,2021, we will be deducting TDS @ 0.1% (or higher rate, wherever applicable) of the Purchase value in case same exceeds Rs.50 Lacs during the year. As such, provisions of TCS u/s 206C (1H) will not be applicable for supplies made under this Purchase Order w.e.f. 1st July,2021.
5. As per MSMED Act, 2006, existing Registrations as MSME were valid only till 31st March,2021 and eligible entities were supposed to get themselves re-registered under the Udyam Registration Portal by the said date. Accordingly, your status as MSME will only be taken basis Udyam Registration Certificate # including any amendments therein from time to time- if any provided to us.
6. Contract Security Guarantee (CPBG): Supplier shall submit a contract performance Bank Guarantee (CPBG) for 10% of the Total Contract basic value (Supply + Service) for well in time execution & commissioning of this project as per the specifications and scope of work provided to you. This CPBG shall be valid till successful completion of this project plus 01 month of claim period. CPBG shall be applicable, if basic order value is more than Rs. 1.00 Crore.
7. Delivery Schedule : Goods against the order must be delivered at company's designated place of business shall be deemed as final Transfer of Risk & Title:

All risk of loss or damage and title to the Equipment shall pass from the Seller to the Purchaser upon Delivery on F.O.R- JSAW's WORKS according to applicable rules.

8. Packing & Marking: Goods will be packed secured & transit worthy before dispatch to avoid any damage or pilferage in transit arising from quality packing will be borne by you, exact mode of packing must be stated on the packing list.

The material used for packing shall be bio-degradable and environmental friendly. Also note that while handling hazardous materials and chemical, extra care to be taken to ensure human safety.

9. Liquidated Damages: If delay in supply beyond agreed delivery schedule due to reason attributed to Supplier, LD shall be applicable @ 1% per week on basic contract supply value and up to maximum of 10% of total contract basic supply value.

10. Penalty for Non-Performance: Performance is utmost important for our project / Equipment and we expect your offered equipment shall strictly be designed as per the specifications and performance shall be as per the Performance Test Parameters in terms of guaranteed product output set forth. In case you fail to perform or achieve the desired output(s) during the Performance Guarantee Test (PGT), we will give you another chance in next 15 days at your cost for performing the PGT Test, as per required performance test parameters.

If your supplied plant, performs as per the performance/ Productivity parameters and Quality Parameters set forth, JSAW will release last payment of supply of equipment(s) payment and in case you fail to achieve the desired outputs in the second chance as well then JSAW will deduct a flat penalty @ 10% of the total Basic Contract Value (Supply + Service) or else JSAW also reserves the right to reject the equipment and recover all the cost incurred.

11. Penalty for short-fall in weight: If the weight of Complete package / Goods to be supplied by you against this requirement is found less than minimum guaranteed weight of complete package agreed / confirmed by you then penalty shall be applicable i.e payment shall be deducted proportionally on prorata basis as per below mentioned formula:

Deduction of payment if actual weight is less than Minimum Guaranteed weight (in Rs.)

(Total Basic Contract Supply Value) X (\*)Actual Short-fall in weight \_\_\_\_\_ of complete package received at Site) X (1.10)  
(Agreed / Minimum Guaranteed Weight)

(\*) Minimum Guaranteed / agreed Weight # Actual weight of package received at site

Note: Penalty shall not be applicable if weight is within (-0.5%) tolerance limit of agreed weight of complete package / goods. If it is beyond (-0.5%) tolerance limit, then penalty shall be applicable on total short-fall of weight. Weightment made at JSAW's weighbridge shall be considered as final.

12. Payment Term:

a) Supply: Unless otherwise stipulated, payment shall be made within 30 days , from the date of receipt of goods & invoice in duplicate complete in all respect, bearing the reference to the order, challan & accomplished by documents called for (e.g. Test Certificate etc.), however no interest shall be payable by the company on overdue account; dispatch documents must reach us in time to take delivery of the goods free of demurrage / carriage & any such charges, if incurred, shall be to your account.

This payment shall be made after adjustment of all the penalties, if applicable after receipt of Performance Bank Guarantee (PBG) of 10% of basic order value of supply in JSAW's standard format valid till the end of warranty period plus 01 month of claim period.

b) Service for supervision of erection & commissioning: Unless otherwise stipulated, payment shall be made within 30 days, from the date of completion of service and after receipt of invoice in duplicate complete in all respect, bearing the reference to the order duly certified by JSAW's in-charge. TDS shall be deducted as applicable and necessary certificate will be provided by JSAW .

13. Bank Guarantee(BG) submission:

a) All Bank Guarantees to be submitted by Domestic suppliers must be issued by Nationalized Bank in India Only.

b) All Bank Guarantees issued in our favor in physical form must be reconfirmed by issuing Bank through a SFMS message to our bank i.e. ICICI Bank (SFMS Code ICIC0000007) containing the following details:-

Code Description

For JINDAL SAW LIMITED

Authorized Signatory

## Annexure 1 for PO No.:4734011819

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7020 BG Number  
 7024 Type of BG (Advance / Performance / Security etc.)  
 7025 Amount of BG  
 7027 BG Issuance Date  
 7029 BG Expiry Date  
 7030 BG Issuing Bank Branch Name  
 7031 BG Issuing Bank SFMS Code  
 7032 BG Issuing Bank Name  
 7033 BG Issuing Bank Address  
 7034 Beneficiary Name & Address (Jindal Saw Ltd)  
 7075 Beneficiary Bank SFMS Code (ICICI Bank ICIC0000007)  
 7036 Beneficiary Bank Name

- c) Our Finance deptt. will consider your Bank Guarantee for payment only after receipt of abovementioned Reconfirmation message, received by ICICI Bank via SFMS from the Bank Guarantee issuing Bank.
- d) ABG, PBG and CPBG issued by foreign suppliers must be Confirmed/Reissued by a Bank in India. (Charges for the same MUST be for Suppliers Account)
- e) All BG's must be issued as per our prescribed formats (Formats Enclosed).
- f) The BG must be Unconditional.

14. Inspection & Testing: You shall give us a minimum of 15 days notice in advance for inspection and testing of any Equipment/ Material requiring Pre-dispatch Inspection. Inspection Clearance / Waiver Certificate shall be issued by our authorized person only. You shall submit 4 sets of Internal Inspection Reports, Material Test Certificates, etc. as per agreed QAP for arranging inspection/ issuing Inspection Clearance/Waiver Certificate in respect of Equipment/ Material requiring pre-dispatch Inspection.

The goods shall be accepted by the company after carrying out the inspection & testing with regard to the quality & confirmed specifications. All incoming materials being dispatched shall accompany Material Test Certificate. Material Test Certificates for all the Equipment(s)/ Material(s)/ Drawing based items are mandatory to be supplied along with supply or else to be submitted at the time of Inspection from an internationally acclaimed/ NABL Approved and Certified Test Laboratory and we shall be at liberty to get the same verified internally at our own test laboratory inside our factory or any other reputed approved third party test laboratory before and/or after receipt of goods.

15. Warranty and After Sales Support: The supplier shall warrant that the Equipment to be supplied by them shall be brand new, unused, free from all defects and shall be of good workmanship and materials, in accordance with contract specifications, and shall, under normal operations, show no defect in performance due to materials, design and workmanship.

The supplier obligations as to all equipment under the aforesaid warrantee shall be effective for Twelve (12) months from the date of Commissioning or Eighteen (18) months from the date of Last Major supply, whichever is earlier to our satisfaction.

During the warranty period all repairs/ replacements shall be provided by the supplier at no cost to JSAW including the freight/insurance/taxes/any other costs etc.

16. Planned Maintenance Schedule: You shall provide planned Maintenance Schedule to be utilized during the Operation & Maintenance stage of plant.

17. Laws / Arbitration: All disputes arising out of this Contract shall be amicably settled by the parties themselves; failing which the same shall be referred to the Sole Arbitrator to be appointed by JSAW; whose decision shall be binding on both the parties. The venue of arbitration shall be at New Delhi and the language shall be English. The provisions of Arbitration and Conciliation Act, 1996 shall apply.

18. Force Majeure:

i) Force Majeure includes events or circumstances of the kind illustrated below:

- # war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- # rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- # riot, commotion, disorder, strike or lockout by persons other than Seller's personnel,
- # Natural catastrophes such as earthquake, disaster, epidemic, lockouts, fire, accident, flood or any act of God,
- # Munitions of war, explosive materials, ionizing radiation or contamination of such munitions, explosives, radiation or radio-activity,
- # Governmental acts or actions.

ii) If either Party is prevented from performing any of its obligations under this Contract by such cases of Force Majeure, it shall give written notice to the other Party within fourteen (14) days of such occurrence, describing the event and its effects supported by authentic evidences that are verifiable. The affected Party shall, having given notice, be wholly or partially excused performance of such obligation for so long as such Force Majeure condition prevails. No party shall have any claim/compensation for the loss incurred due to the Force Majeure. Force Majeure on Seller's sub-Seller's shall be treated as Force majeure on the Sellers.

iii) The affected Party shall use all reasonable efforts to minimize any delay in its performance of the Contract as a result of Force Majeure.

**For JINDAL SAW LIMITED**

**Authorized Signatory**

## Annexure 1 for PO No.:4734011819

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iv) The Party unable to perform this Contract due to the effect of Force Majeure occurrence may, after consultation with the other Party, extend the duration of this Contract by a period commensurate to the time actually lost due to the Force Majeure occurrence. The other Party shall not claim compensation for the loss thus incurred.

v) In case of an extension up to ninety (90) days in the performance of this Contract due to the effect of the Force Majeure occurrence, both Parties shall have friendly consultation on the performance of this Contract or terminate the Contract.

19. Order Execution Plan:

i) The Supplier shall, within one (01) week from the date of the Contract, submit a detailed "Project Planning and Execution Report" to JSAW

ii) The Seller shall submit Progress Report every 15 days upto completion of supply against agreed schedule in a form agreeable to the Purchaser with following minimum details

a. Quality Assurance Plan.

b. Manufacture/Fabrication progress and next month Plans for major Supply items forming the part of Contract.

c. Manufacturing and Delivery Schedule for major Supply items and Project completion Schedule.

d. Inspection Milestones

e. Shipping Status and Documents

f. Submission of Final Documentation by Seller.

g. Any other issues.

20. Intellectual Property Rights: Supplier shall warrant that goods supplied by them do not infringe any design, Patent or trademark of any third party & in event of any claim, loss or damage suffered by the company or any infringement action being taken against the company by third party, the same shall be detented at supplier's cost & supplier undertakes to indemnify the company for any such loss or damage.

21. Indemnity: Supplier shall indemnify, defend & hold harmless purchaser & purchaser's affiliated corporation & their officers, directors, employees & agent against & in respect to any & all claims, demands, losses, cost, deficiencies, including interest, penalties & reasonable attorneys' fee arising as a result of or in connection with any breach of supplier, or failure by supplier to perform, any of its representation warranties undertakings or other obligation under this agreement, any claim, should, injunction or other relief arising out of any claim that the goods are any process, technique, or mean of manufacturer adopted by supplier with respect to the goods infringes or violated any IPR. Such indemnification shall survive the expiration of termination of this agreement.

22. Confidentiality: All drawings tools and samples provided by JSAW to supplier for executing this order shall be our exclusive property & shall be returned to company (JSAW) immediately on completion of this order. All tools will be maintained by you & in the event of damage or loss Supplier shall make good the same. Under no circumstances you shall disclose to third party(ies) the information contained in our drawings / specifications without prior consent in writing.

23. Risk Purchase : If Supplier / Vendor fails to supply material within the stipulated delivery date OR if delivered the material within stipulated delivery period but not found as per desired specification & quality, JSAW reserves the right to procure the same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from Supplier / Vendor, if necessary by due legal process.

24. Assignment & Subcontracting: Order / contract cannot be assigned by Supplier to any third party without prior consent of the company (JSAW)

25. Termination: JSAW shall reserve the right to terminate the contract with the notice period of 15 days without assigning any reason.

**For JINDAL SAW LIMITED**

**Authorized Signatory**



# JINDAL SAW LIMITED

ANNEXURE -A/13

ARAJI NO 6711,9697/6711,NR TIRANGA HILLS  
NEAR DEDHVAS,PUR,SURAS,DHULKHERA,PANSAL  
LAMPIYA,BHILWARA, RAJASTHAN 311802 INDIA.  
Tel:01482-248417 Fax:

## PURCHASE ORDER

Purchase Order No:4802002842  
Effective Date:16.11.2022

Vendor :P\_PACE  
JINDAL SAW LIMITED- COKE CEMENT PLANT  
SUR. NO. 05, 06, GANDHIDHAM -  
MANDVI HIGHWAY, PRAGPAR, KAPAYA,  
000000  
Gujarat India  
Tel:  
Fax:  
E-mail:  
GST Number :24AABCS7280C1ZL  
Sales Person:  
Contact No:  
Your Reference:

Bill to / Ship to Address :  
Jindal Saw Limited-Bhilwara  
ARAJI NO. 9697/6711,  
NEAR TIRANGA HILLS,  
Bhilwara  
Rajasthan 311802 India  
  
PAN : AABCS7280C  
GST Number : 08AABCS7280C1ZF

Buyer Details :  
Contact Person :BHL Inter-Plant PO  
Email Id :nishant.Jain@jindalsaw.com  
Phone No/Extn :/ Fax No:  
Mobile No:

We are pleased to place an order on you for the following material /service subject to terms & conditions and instructions specified here in.

### NOTE:

- 1.You should mention the same HSN/SAC Code in your Invoice as mentioned in our Order along with Same rate of tax. If any deviation in HSN or SAC Code / Rate of Tax, in that case you should take prior confirmation from us for raising the Invoice, failing which the additional cost incurred by JSAW due to non-availability of input tax credit, shall be recovered from your Bills.
2. You should dispatch the material along with E-way bill in case of basic Invoice value exceeds Rs.50000.00. failing which all liability arising out of this shall be of supplier only, which also may cause delay in payment.

The supplier / vendor / service provider under this contract / order confirms that there is no content which has an origin in any of the countries which are on the sanctioned list of OFAC / UN / EU / US.

Order Value Summary:

	Amount (INR)
Gross Value ( INR )	778000.00
Integrated GST	217840.00
<b>TOTAL ORDER VALUE</b>	<b>995840.00</b>

**IN WORDS,INR NINE LAKH NINETY-FIVE THOUSAND EIGHT HUNDRED FORTY AND ZERO PAISE ONLY**

Price Basis: Ex Works Work,Paragpur Gujrat

Payment Terms: AS BELOW

Immediately against delivery at buyer,s site

"Henceforth, JSAW will release all your due payments through electronic mode only. Therefore, please provide your company's bank account details on your company's letterhead duly signed & stamped in the attached format failing which JSAW will not be able to release your any due payment. The required details in the prescribed format must reach to JSAW within 7 days of issuance of the order. Pls ignore this clause if the required details have already been furnished by you as prescribed above."

Warranty:

Not Applicable

Liquidated Damage Clause:

Not Applicable

For JINDAL SAW LIMITED

Authorized Signatory

Reg. Office : A-1 UPSIDC Indl. Area , Nandgaon Road , Kosi Kalan , Distt:Mathura (U.P.) 281 406  
Jindal Centre, 12 Bhikhaji Kama Place , Ramakrishna Puram (West), New Delhi, Delhi, 110 066.

# Weighment tolerance - +/- 0.5%.  
 # Frieght shall be in Jindal Saw Bhilwara Scope @Rs 1300/- PMT  
 # Unloading shall be in Jindal Saw Bhilwara Scope @Rs 100/- PMT

00010 CEMENT\_PSC\_NEW CEMENT ( PSC )\_NEW Quantity: 100.000 Tonne  
 Item Text: CEMENT PSC NEW 53 Grade.  
 Make: Jindal  
 Pack Size:50 KG/BAG

Rate / Unit	Disc. / Unit	P & F / Unit	Total Amount
3,890.00	0.00	0.00	389,000.00

Project Reference :MP/BW01-0032-01- ADD. BENTONITE STORAGE SHED FACIL

Schedule Date	Quantity	UOM	HSN/SAC: 25232910	Applicable Tax :PO Tax IGST (28%) ITC Non Ded
30.12.2022	100.000	TO		

Quantity Tolerance : +5.0 % & - 0.0 %

00020 CEMENT\_PSC\_NEW CEMENT ( PSC )\_NEW Quantity: 100.000 Tonne  
 Item Text: CEMENT PSC NEW 53 Grade.  
 Make: Jindal  
 Pack Size:50 KG/BAG

Rate / Unit	Disc. / Unit	P & F / Unit	Total Amount
3,890.00	0.00	0.00	389,000.00

Project Reference :MP/BW01-0038-01- RCC culverts on alternate road\_RO

Schedule Date	Quantity	UOM	HSN/SAC: 25232910	Applicable Tax :PO Tax IGST (28%) ITC Non Ded
30.12.2022	100.000	TO		

Quantity Tolerance : +5.0 % & - 0.0 %

Ref.: As per your Final offer E-mail on Dated 09.11.2022 and subsequent discussion with you.

Our Indent No.: 2002011414 & 2002011415 Dated 05.11.2022 [Civil].

1. Delivery Schedule:

Material is to be dispatched to our site within 02 days from the date of dispatch instructions given by JSAW Civil dept.

2. Penalty for Non-Performance: Not applicable

3. Performance Bank Guarantee (PBG): Not applicable

4. Penalty for short-fall in weight: Not applicable

5. Inspection: To be done at JSAW Site.

6. Planned Maintenance Schedule: Not Applicable

7. Order Execution Plan: Not Applicable

8. Risk Purchase: If Supplier/ Vendor fails to supply material within the stipulated delivery date OR if delivered the material within stipulated delivery period but not found as per desired specification & quality, JSAW reserves the right to procure the same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from Supplier/ Vendor, if necessary by due legal process.

9. Documentation:

You shall send dispatch documents Viz. Original copy of Invoice, Duplicate for transporter and Test/Calibration/ Warranty Certificates as specified in the Purchase Order, along with the material. If material received without complete documents, JSAW reserves the rights to refuse from taking delivery of the material.

For JINDAL SAW LIMITED

Authorized Signatory

**10. Shipping Instruction:**

Freight and Transit insurance shall be arranged & borne by JSAW Bhilwara. However, supplier shall send copy of invoice & LR on mail immediately after dispatching the material for covering goods under insurance.

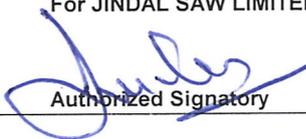
Note: Before dispatching the material please take the Freight charges approval from JSAW. JSAW is liable to not to pay the Freight charges if material dispatch without taking the Freight charges approval from JSAW.

**11. Shelf life items: Applicable****12. Price & Order validity up to 1 month from the date of order.****Note:**

All Terms & conditions mentioned on main body of the order will supersede the "JSAW's General Terms & Conditions for Domestic Supply" mentioned in Annexure-1.

Order Acknowledgement: Please acknowledge receipt of the order & send order confirmation within 03 days of receipt of the order via Email, failing which it shall be assumed as confirmed & having accepted by you.

For JINDAL SAW LIMITED

  
Authorized Signatory

**Annexure 1 for PO No.:4802002842****JSAW'S GENERAL COMMERCIAL TERMS & CONDITIONS FOR DOMESTIC SUPPLY  
(IF NOT SPECIFIED OTHERWISE)**

1. Price: All the rates stated/quoted/agreed are understood to be FOR-our Works / Site, if not specified otherwise.  
Prices are on a fix & firm basis till the successful completion of supplies and services (supervision service for erection, commissioning & PG test) of the Plant / Goods and in no case any escalation shall be provided by JSAW on any account not even on account of currency fluctuations.
2. Freight & Insurance: Shall be borne by the Supplier, if not specified otherwise.
3. Goods and Services Tax (GST): Seller has to strictly follow their tax liability as per GST act effective from 1st July-2017. Major points are covered as under and if anything is missed out or any amendment in GST act to be followed by Seller.
- 3.1 Indigenous supplier shall be entertained only if the vendor has a valid GST registration number, which should be clearly mentioned in the offer.
- If any specific exemption is available at Supplier's end, a declaration with due supporting documents need to be furnished by supplier for considering the offer.
- If JSAW finds any specific exemption in any of their project against Government Notification, then Seller shall have to follow the cost effective tax procedure and documentation, so JSAW can avail maximum tax benefits.
- 3.2 Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per Order, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- 3.3 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 3.4 A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of JSAW.
- 3.5 All documents like Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in Order, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the Order, then JSAW will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- 3.6 In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then JSAW will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by JSAW.
- 3.7 For any such delay in availing of input tax credit / non availability of input tax credit for reasons attributable to supplier (as mentioned above), same shall be recovered from supplier.
- 3.8 If some of the goods and services, which have still not covered under GST act, on those goods and services, following shall be applicable:
- The Contract Price for Supply of Goods shall be exclusive of all taxes, duties, levies, cess, octroi, Service Tax etc. as may be applicable in connection with the execution of the Contract. The same shall be paid by the JSAW to the Seller extra at actual as per present prevailing rate against documentary evidence. However, you shall provide max. ceiling amount of Excise Duty and CST against Form 'C' in INR as per applicable prevailing rate and all taxes, duties, cess, levies etc. shall be paid extra at actual against documentary evidence within defined ceiling limit.
  - The JSAW shall issue necessary Sales tax declaration forms for Seller to avail concessional rate of sales tax. Interstate sale of goods is on the basis of Sale in Transit.
  - In case of any substitution or replacement of existing taxes, duties, levies, cess, etc, the respective provisions in the Contract shall be amended accordingly, based on documentary evidence to be submitted by the Seller provided this value is within defined ceiling limit value of taxes and duties.
- 3.9 TCS (Tax collected at source):
- "TCS U/s 206 C (1H), as applicable, will be extra. Amount of TCS will be paid on receipt of valid document.
  - Seller is requested to provide TCS certificate to JSAW in Form No 27D within 30 days from the end of quarter or refund the said amount of TCS to JSAW, otherwise same will be recovered from next amount due to Seller's concern."
4. Contract Security Guarantee (CPBG): Supplier shall submit a contract performance Bank Guarantee (CPBG) for 10% of the Total Contract basic value (Supply + Service) for well in time execution & commissioning of this project as per the specifications and scope of work provided to you. This CPBG shall be valid till successful completion of this project plus 01 month of claim period. CPBG shall be applicable, if basic order value is more than

For JINDAL SAW LIMITED

  
Authorized Signatory

**Annexure 1 for PO No.:4802002842**

Rs. 1.00 Crore.

5. Delivery Schedule : Goods against the order must be delivered at company's designated place of business shall be deemed as final Transfer of Risk & Title:

All risk of loss or damage and title to the Equipment shall pass from the Seller to the Purchaser upon Delivery on F.O.R- JSAW's WORKS according to applicable rules.

6. Packing & Marking: Goods will be packed secured & transit worthy before dispatch to avoid any damage or pilferage in transit arising from quality packing will be borne by you, exact mode of packing must be stated on the packing list.

The material used for packing shall be bio-degradable and environmental friendly. Also note that while handling hazardous materials and chemical, extra care to be taken to ensure human safety.

7. Liquidated Damages: If delay in supply beyond agreed delivery schedule due to reason attributed to Supplier, LD shall be applicable @ 1% per week on basic contract supply value and up to maximum of 10% of total contract basic supply value.

8. Penalty for Non-Performance: Performance is utmost important for our project / Equipment and we expect your offered equipment shall strictly be designed as per the specifications and performance shall be as per the Performance Test Parameters in terms of guaranteed product output set forth. In case you fail to perform or achieve the desired output(s) during the Performance Guarantee Test (PGT), we will give you another chance in next 15 days at your cost for performing the PGT Test, as per required performance test parameters.

If your supplied plant, performs as per the performance/ Productivity parameters and Quality Parameters set forth, JSAW will release last payment of supply of equipment(s) payment and in case you fail to achieve the desired outputs in the second chance as well then JSAW will deduct a flat penalty @ 10% of the total Basic Contract Value (Supply + Service) or else JSAW also reserves the right to reject the equipment and recover all the cost incurred.

9. Penalty for short-fall in weight: If the weight of Complete package / Goods to be supplied by you against this requirement is found less than minimum guaranteed weight of complete package agreed / confirmed by you then penalty shall be applicable i.e payment shall be deducted proportionally on prorated basis as per below mentioned formula:

Deduction of payment if actual weight is less than Minimum Guaranteed weight (in Rs.)

(Total Basic Contract Supply Value) X (\*)Actual Short-fall in weight \_\_\_\_\_ of complete package received at Site) X (1.10)

(Agreed / Minimum Guaranteed Weight)

(\*) Minimum Guaranteed / agreed Weight # Actual weight of package received at site

Note: Penalty shall not be applicable if weight is within (-0.5%) tolerance limit of agreed weight of complete package / goods. If it is beyond (-0.5%) tolerance limit, then penalty shall be applicable on total short-fall of weight. Weighment made at JSAW's weighbridge shall be considered as final.

10. Payment Term:

a) Supply: Unless otherwise stipulated, payment shall be made within 30 days , from the date of receipt of goods & invoice in duplicate complete in all respect, bearing the reference to the order, challan & accomplished by documents called for (e.g. Test Certificate etc.), however no interest shall be payable by the company on overdue account; dispatch documents must reach us in time to take delivery of the goods free of demurrage / carriage & any such charges, if incurred, shall be to your account.

This payment shall be made after adjustment of all the penalties, if applicable after receipt of Performance Bank Guarantee (PBG) of 10% of basic order value of supply in JSAW's standard format valid till the end of warranty period plus 01 month of claim period.

b) Service for supervision of erection & commissioning: Unless otherwise stipulated, payment shall be made within 30 days, from the date of completion of service and after receipt of invoice in duplicate complete in all respect, bearing the reference to the order duly certified by JSAW's in-charge. TDS shall be deducted as applicable and necessary certificate will be provided by JSAW.

11. Bank Guarantee(BG) submission:

a) All Bank Guarantees to be submitted by Domestic suppliers must be issued by Nationalized Bank in India Only.

b) All Bank Guarantees issued in our favor in physical form must be reconfirmed by issuing Bank through a SFMS message to our bank i.e. ICICI Bank (SFMS Code ICIC0000007) containing the following details:-

Code Description

7020 BG Number

7024 Type of BG (Advance / Performance / Security etc.)

7025 Amount of BG

7027 BG Issuance Date

7029 BG Expiry Date

7030 BG Issuing Bank Branch Name

7031 BG Issuing Bank SFMS Code

7032 BG Issuing Bank Name

7033 BG Issuing Bank Address

7034 Beneficiary Name & Address (Jindal Saw Ltd)

For JINDAL SAW LIMITED

Authorized Signatory

**Annexure 1 for PO No.:4802002842**

7075 Beneficiary Bank SFMS Code (ICICI Bank ICIC0000007)

7036 Beneficiary Bank Name

- c) Our Finance deptt. will consider your Bank Guarantee for payment only after receipt of abovementioned Reconfirmation message, received by ICICI Bank via SFMS from the Bank Guarantee issuing Bank.
- d) ABG, PBG and CPBG issued by foreign suppliers must be Confirmed/Reissued by a Bank in India. (Charges for the same MUST be for Suppliers Account)
- e) All BG's must be issued as per our prescribed formats (Formats Enclosed).
- f) The BG must be Unconditional.

12. Inspection & Testing: You shall give us a minimum of 15 days notice in advance for inspection and testing of any Equipment/ Material requiring Pre-dispatch Inspection. Inspection Clearance / Waiver Certificate shall be issued by our authorized person only. You shall submit 4 sets of Internal Inspection Reports, Material Test Certificates, etc. as per agreed QAP for arranging inspection/ issuing Inspection Clearance/Waiver Certificate in respect of Equipment/ Material requiring pre-dispatch Inspection.

The goods shall be accepted by the company after carrying out the inspection & testing with regard to the quality & confirmed specifications. All incoming materials being dispatched shall accompany Material Test Certificate. Material Test Certificates for all the Equipment(s)/ Material(s)/ Drawing based items are mandatory to be supplied along with supply or else to be submitted at the time of Inspection from an internationally acclaimed/ NABL Approved and Certified Test Laboratory and we shall be at liberty to get the same verified internally at our own test laboratory inside our factory or any other reputed approved third party test laboratory before and/or after receipt of goods.

13. Warranty and After Sales Support: The supplier shall warrant that the Equipment to be supplied by them shall be brand new, unused, free from all defects and shall be of good workmanship and materials, in accordance with contract specifications, and shall, under normal operations, show no defect in performance due to materials, design and workmanship.

The supplier obligations as to all equipment under the aforesaid warrantee shall be effective for Twelve (12) months from the date of Commissioning or Eighteen (18) months from the date of Last Major supply, whichever is earlier to our satisfaction.

During the warranty period all repairs/ replacements shall be provided by the supplier at no cost to JSAW including the freight/insurance/taxes/any other costs etc.

14. Planned Maintenance Schedule: You shall provide planned Maintenance Schedule to be utilized during the Operation & Maintenance stage of plant.

15. Laws / Arbitration: All disputes arising out of this Contract shall be amicably settled by the parties themselves; failing which the same shall be referred to the Sole Arbitrator to be appointed by JSAW; whose decision shall be binding on both the parties. The venue of arbitration shall be at New Delhi and the language shall be English. The provisions of Arbitration and Conciliation Act, 1996 shall apply.

16. Force Majeure:

i) Force Majeure includes events or circumstances of the kind illustrated below:

- # war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- # rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- # riot, commotion, disorder, strike or lockout by persons other than Seller's personnel,
- # Natural catastrophes such as earthquake, disaster, epidemic, lockouts, fire, accident, flood or any act of God,
- # Munitions of war, explosive materials, ionizing radiation or contamination of such munitions, explosives, radiation or radio-activity,
- # Governmental acts or actions.

ii) If either Party is prevented from performing any of its obligations under this Contract by such cases of Force Majeure, it shall give written notice to the other Party within fourteen (14) days of such occurrence, describing the event and its effects supported by authentic evidences that are verifiable. The affected Party shall, having given notice, be wholly or partially excused performance of such obligation for so long as such Force Majeure condition prevails. No party shall have any claim/compensation for the loss incurred due to the Force Majeure. Force Majeure on Seller's sub-Seller's shall be treated as Force majeure on the Sellers.

iii) The affected Party shall use all reasonable efforts to minimize any delay in its performance of the Contract as a result of Force Majeure.

iv) The Party unable to perform this Contract due to the effect of Force Majeure occurrence may, after consultation with the other Party, extend the duration of this Contract by a period commensurate to the time actually lost due to the Force Majeure occurrence. The other Party shall not claim compensation for the loss thus incurred.

v) In case of an extension up to ninety (90) days in the performance of this Contract due to the effect of the Force Majeure occurrence, both Parties shall have friendly consultation on the performance of this Contract or terminate the Contract.

17. Order Execution Plan:

i) The Supplier shall, within one (01) week from the date of the Contract, submit a detailed "Project Planning and Execution Report" to JSAW

For JINDAL SAW LIMITED

Authorized Signatory

**Annexure 1 for PO No.:4802002842**

ii) The Seller shall submit Progress Report every 15 days upto completion of supply against agreed schedule in a form agreeable to the Purchaser with following minimum details

- a. Quality Assurance Plan.
- b. Manufacture/Fabrication progress and next month Plans for major Supply items forming the part of Contract.
- c. Manufacturing and Delivery Schedule for major Supply items and Project completion Schedule.
- d. Inspection Milestones
- e. Shipping Status and Documents
- f. Submission of Final Documentation by Seller.
- g. Any other issues.

18. Intellectual Property Rights: Supplier shall warrant that goods supplied by them do not infringe any design, Patent or trademark of any third party & in event of any claim, loss or damage suffered by the company or any infringement action being taken against the company by third party, the same shall be detended at supplier's cost & supplier undertakes to indemnify the company for any such loss or damage.

19. Indemnity: Supplier shall indemnify, defend & hold harmless purchaser & purchaser's affiliated corporation & their officers, directors, employees & agent against & in respect to any & all claims, demands, losses, cost, deficiencies, including interest, penalties & reasonable attorneys' fee arising as a result of or in connection with any breach of supplier, or failure by supplier to perform, any of its representation warranties undertakings or other obligation under this agreement, any claim, should, injuction or other relief arising out of any claim that the goods are any process, technique, or mean of manufacturer adopted by supplier with respect to the goods infringes or violated any IPR. Such indemnification shall survive the expiration of termination of this agreement.

20. Confidentiality: All drawings tools and samples provided by JSAW to supplier for executing this order shall be our exclusive property & shall be returned to company (JSAW) immediately on completion of this order. All tools will be maintained by you & in the event of damage or loss Supplier shall make good the same. Under no circumstances you shall disclose to third party(ies) the information contained in our drawings / specifications without prior consent in writing.

21. Risk Purchase : If Supplier / Vendor fails to supply material within the stipulated delivery date OR if delivered the material within stipulated delivery period but not found as per desired specification & quality, JSAW reserves the right to procure the same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from Supplier / Vendor, if necessary by due legal process.

22. Assignment & Subcontracting: Order / contract cannot be assigned by Supplier to any third party without prior consent of the company (JSAW)

23. Termination: JSAW shall reserve the right to terminate the contract with the notice period of 15 days without assigning any reason.

For JINDAL SAW LIMITED

Authorized Signatory



































## Proof of Service

Ankita Sinha

**From:** Ankita Sinha  
**Sent:** 08 December 2022 17:29  
**To:** nluadvrohitsharma; npbhilwara; rorpcb.bhilwara; akshay19rathore96@gmail.com  
**Cc:** Nilava Bandyopadhyay; Anurag Abhishek; Saima Mahmood  
**Subject:** RE: In the matter EA 02/2020 " Babulal Jajoo v. State of Rajasthan : Service of Status Report on behalf of Respondent No.2  
**Attachments:** Status Report 08.12.2022.pdf

Dear Sir/Ma'am,

In compliance to the directions of the Hon'ble National Green Tribunal, Central Zone Bench, Bhopal issued vide order dated 19.10.2022, we, on behalf Respondent no.2, are serving the copy of the Status Report dated 08.12.2022 along with documents. Please find the same as attachment to this mail.

You are requested to kindly issue your respective acknowledgments upon receipt of this mail. This mail shall be treated as sufficient service of the '**Status Report**' being filed by Respondent no.2.

In case of any further clarification or assistance, please feel free to reach us.

Regards,  
Ankita Sinha.



**S&A Law Offices LLP**

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New Delhi-110065, India. [www.sandalawoffices.com](http://www.sandalawoffices.com)

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Talent | Teamwork | Innovate | Results

*In very rare cases, our e-mail filtering software may eliminate legitimate email from clients unnoticed. Therefore, if your mail contains important instructions, please make sure that we acknowledge receipt of those instructions. Thank you.*

[Disclaimer](#)

**From:** Ankita Sinha  
**Sent:** 12 October 2022 13:22  
**To:** nluadvrohitsharma <nluadvrohitsharma@gmail.com>; npbhilwara <npbhilwara@gmail.com>; rorpcb.bhilwara <rorpcb.bhilwara@gmail.com>; akshay19rathore96@gmail.com  
**Cc:** Nilava Bandyopadhyay <nilava@sandalawoffices.com>; Anurag Abhishek <anurag.a@sandalawoffices.com>; Saima Mahmood <saima@sandalawoffices.com>  
**Subject:** RE: In the matter EA 02/2020 " Babulal Jajoo v. State of Rajasthan : Service of Status Report on behalf of Respondent No.2

Dear Sir/Ma'am,