

	<b>Grasim Industries Limited</b> <b>Birla Paints Division</b>	<b>SERVICE ORDER ORIGINAL</b>																																								
	Plot No 147 A , 147 B and 147 C Corner, Badanaguppe Kellamballi Industrial Area, Chamarajanagar, Karnataka, 571313.	<b>PO No:</b> PS - PR - 96 /2022 <b>PO Date:</b> 13-04-2022																																								
	GST No: 29AAACG4464B1ZU Telephone Number - 9916502052 Email Id - eban.babu@adityabirla.com	<b>PO Description</b> Survey & NOC for AAI - Chamrajnagar site																																								
	<b>Vendor Name :</b> RAJ TECHNOLOGIES <b>Vendor Address:</b> B-76, Beside Prakash Foods, NICE AREA, MIDC, Satpur, Nashik Maharashtra - 422 007 <b>Contact Person :</b> Mr. Sushil Vispute <b>Phone No:</b> 7709836883 <b>Email ID:</b> <a href="mailto:sushil@rgistech.com">sushil@rgistech.com</a> <b>GSTIN :</b> 27AJPPK1232N1ZW	<b>Ref. No.:</b> wide mail and discussion <b>Date :</b> 12-04-2022																																								
Dear Sir/Madam, We are pleased to place our order for the following material(s)/ service(s) subject to terms and conditions and instructions specified here and overleaf. Please address all Bills and correspondence mentioning our order No. & date to the Grasim Industries Limited, Birla Paints Division, Birla Centurion, Pandurang Budhkar Marg, Worli Century Mills Compound, Worli Mumbai, Maharashtra - 400030																																										
<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Material/Service Code</th> <th>Code Description</th> <th>HSN / SAC Code</th> <th>Qty</th> <th>Unit Price (INR)</th> <th>Total Value</th> <th>Tax Rate</th> <th>Gross Value</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>Carrying out Survey for Site co-ordinates in WGS 84 and site elevation certificate in meters. *Verification of documents &amp; uploading NOC application for NOC from AAI</td> <td></td> <td>1</td> <td>1,10,000.00</td> <td>1,10,000.00</td> <td>18%</td> <td>1,29,800.00</td> </tr> <tr> <td colspan="8"><b>Total Value Excluding Taxes (INR):</b></td> <td><b>1,10,000.00</b></td> </tr> <tr> <td colspan="3"><b>Amount in Words (INR):</b></td> <td colspan="6"><b>Rupees One Lakh Ten Thousand Only</b></td> </tr> </tbody> </table>	Sr. No.	Material/Service Code	Code Description	HSN / SAC Code	Qty	Unit Price (INR)	Total Value	Tax Rate	Gross Value	1		Carrying out Survey for Site co-ordinates in WGS 84 and site elevation certificate in meters. *Verification of documents & uploading NOC application for NOC from AAI		1	1,10,000.00	1,10,000.00	18%	1,29,800.00	<b>Total Value Excluding Taxes (INR):</b>								<b>1,10,000.00</b>	<b>Amount in Words (INR):</b>			<b>Rupees One Lakh Ten Thousand Only</b>											
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<b>Payment Terms</b>	50% after completion of survey 30% after applying NOC to AAI 20% after receipt of NOC (Payment within 15 days from invoice submission date).																																									
<b>General Terms &amp; Conditions</b>	Refer Annexure I																																									
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Remarks - Prepared By: Amit Patil, 8369197223																																										
						<b>For Grasim Industries Limited</b> PUSHPENDRASINH JAYENDRASINH RATHOD <small>Digitally signed by PUSHPENDRASINH JAYENDRASINH RATHOD Date: 2022.04.14 12:26:06 +05'30'</small> <b>Authorised Signatory</b>																																				

Accepted





Grasim Industries Limited is in the business of production of Pulp & Fibre, Textiles, Chemicals, Fertilizers, Paints and Insulators etc. Grasim Industries Limited is a values driven organization. Our core values are Integrity, Commitment, Passion, Seamlessness, and Speed. These values are the foundation for all actions and decisions in our Business. Here we would like to emphasize on our policy on integrity that we shall maintain fairness in quality, efficiency, and credibility including selection of suppliers of goods and services and timely payments to our suppliers and service providers, which should not be influenced by any personal favor to anyone.

Grasim Industries Limited has developed a Global Supplier Code of Conduct to clarify our expectations in the areas of business integrity. Suppliers, Vendors, Contractors, Consultants, Agents, and other providers of goods and services who do business with Grasim are expected to follow this code.

Sustainability is one of the key components of our decision-making process. To ensure sustainability in our supply chain, we treat our suppliers as our partners. We want to work with our suppliers and if required, help them in developing sustainability in the process. With a vision to achieve this objective, we expect our suppliers to comply with applicable laws and to adhere to environmental, social and corporate governance standards (ESG standards). In particular, we expect our suppliers to support, embrace and enact the following standards:

#### **Environment, Quality, and Safety**

- The supplier shall comply with all applicable Safety, health and environmental regulations.
- The supplier shall obtain all required permits, licenses and registrations.
- The supplier should have safety programs for managing all their production processes in line with the applicable safety standards.
- The supplier shall make best efforts to protect their employees from any hazard occurring at the workplace.
- The supplier must ensure their employees use protective gear as prescribed in the safety plan.
- The Supplier must use natural resources as well as power judiciously in their processes.
- The supplier must have quality control processes to ensure that the deliverable to us is as per the agreed requirements, perform as warranted and is safe for the intended use.

#### **Social**

- The supplier should not employ child labor.
- The supplier shall ensure fair remuneration and working hours as per the applicable laws in the country where it operates.
- The supplier should provide a workplace free of harassment or abuse of any kind, harsh and inhumane treatment, unlawful practices or discrimination.
- The supplier should work towards making a system to ensure that any concerns of employees or potential unlawful practices are reported.

#### **Management**

- The supplier should prohibit all types of bribery, corruption and money laundering.
- The supplier should abide by all applicable trade laws including but not limited to antitrust and sanction regimes.
- The supplier should respect the privacy and confidential information of all employees and business partners as well as protect data and intellectual property from misuse.

- The supplier should implement an appropriate Compliance Management System, which facilitates compliance with applicable laws, regulations, and standards.
- The supplier should work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

The suppliers may acknowledge the principles stated above or demonstrate their commitment via compliance with their code of conduct or company policies that embrace these standards.

**We value your commitment.**

When selecting suppliers, we consider many factors beyond the economic criteria. We consider factors like environmental protection, compliance with trade regulations and human rights. We expect our suppliers to adhere to these standards and become a part of our journey towards building a sustainable future.



**ANNEXURE-I**

**General Terms & Conditions**

**Grasim Industries Limited - Birla Paints Division**

1	The SERVICES supplied shall be strictly in accordance with the description, specifications and in full conformity with the Purchase Order and of best quality. In case if it is found that the services provided are not according to the specification required by the BUYER or otherwise, found not satisfactory owing to any reason, BUYER is entitled to reject/cancel the service and procure the same from the MARKET on its own, and consequently adjust the costs and expenses of such procurement from the deposit made by the SUPPLIER and/or the BUYER is entitled to recover the balance from the SUPPLIER. Where no standards of specifications are prescribed, the SUPPLIER shall ensure supply of the same as per the best quality/standard.
2	Any Services supplied by the SUPPLIER shall be performed efficiently, safely and competently and in conformity with any applicable industry code of practice by suitably qualified and experienced personnel and of the quality which would reasonably be expected from a skilled and experienced SUPPLIER providing the same type of services in the same circumstances.
3	SUPPLIER shall submit guarantee/warranty certificate conforming to the specifications of Purchase Order and dimensional accuracies as per the requirement/drawing/design.
4	The prices mutually agreed between the BUYER and SUPPLIER are final and therefore no revision on any account shall be entertained. Time of delivery is the essence of the terms and conditions for supply against this Purchase Order. If the service is not delivered, strictly within the specified time of delivery; the BUYER is entitled to reuse/accept the delivery at its discretion. In case no time is prescribed, the delivery shall be made within seven days from the date the Purchase Order. The BUYER shall be entitled to withhold any payments for breach of any of these terms/conditions by the SUPPLIER.
5	BUYER may amend the time at which the Services will be performed without incurring any liability to the SUPPLIER
6	Invoices, and all other correspondence relating to the Contract, must quote the date of delivery, order number, delivery address, service name, quantity and description, and must be sent to the invoice address specified in the Order.
7	Unless the Order specifies otherwise, BUYER shall pay the Price as per agreed payment terms against a valid invoice received by BUYER.
8	The Purchase order number should be mentioned on all the commercial Invoices. For purpose of billing SUPPLIER shall send us SUPPLIER's Commercial Invoice (in duplicate), Challan duly accepted by the transporters (in duplicate). All Invoices must mandatorily show the HSN Code of every billed item, SUPPLIER's GSTN ID and ARN. SUPPLIER's failure to deliver the Invoice in a GSTN Compliant form shall result in the delays leading up to resolution and/or appropriate deduction from bill submitted by SUPPLIER. SUPPLIER shall comply with the provisions of goods and service tax laws to ensure that the BUYER is able to avail the entire eligible tax credit on timely basis for the service / work undertaken by SUPPLIER under this PO.
9	Payment of all current and future duties, levies or taxes (including any statutory variation therein) leviable on the service / work undertaken as per this PO, shall be strictly to the account of SUPPLIER. The SUPPLIER shall ensure compliance of all statutory obligations and make payments of all the levies. The BUYER shall not be responsible for any non-compliance and penalties and consequences arising out of the SUPPLIER's non-compliance/non-payment.
10	If SUPPLIER fails to provide documents as required to avail the GST credit, BUYER reserves right to deduct the same from payment towards invoice raised by SUPPLIER. SUPPLIER shall ensure filing of correct tax returns on or before due dates as specified in GST law. In case of failure in tax returns filing or any delay in tax credit due to other mistake at SUPPLIER's end, BUYER shall recover the amount of tax paid against such invoice and interest @ 18% per annum thereon for the period of delay in tax credit. All tax information given on the purchase order should be mentioned in the Tax Invoice of manufacturers/original suppliers of the materials. In case of any returns, rejection or any other adjustment, credit note shall be issued by the SUPPLIER as per requirements of GST law and same shall be reconciled on monthly basis.
11	The PO shall be void, if at any point of time SUPPLIER are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
12	In addition to the indemnities covered elsewhere in the agreement/order, SUPPLIER shall further agree to indemnify and to keep the company harmless from and against any actual or potential liabilities, damages, losses, interest penalties, costs and expenses (including reasonable legal fees) or other claims (including third party claims) to the company arising from breach or non-compliance of laws or any act or omission of the SUPPLIER or its employees, agents or sub-contractors in supplying the Services. Further SUPPLIER agrees that indemnity clause shall survive the termination / expiry of this agreement, howsoever occurring.
13	Payment will be subject to applicable withholding tax as per Double Taxation Avoidance Agreement. Further, in absence of Indian tax identification number (Permanent Account Number) higher withholding tax rate as applicable under the law shall be charged. Non-resident would be required to provide Tax Residency Certificate (TRC) from its tax authorities
14	Any dispute arising out of this Purchase Order shall be referred to a Sole Arbitrator to be appointed by the BUYER under the provisions of the Arbitration and Conciliation Act, India, 1996 as amended and the decision of such Sole Arbitrator shall be final and being on both the BUYER AND SUPPLIER. The venue of such an arbitration shall be at Mumbai .
15	Code of Conduct : SUPPLIER shall adhere to and implement Supplier Code of Conduct issued by BUYER (attached herewith)
16	Any documents, specifications, plans, drawings, samples, information or Goods supplied by BUYER shall remain BUYER's property and the SUPPLIER shall return them and any copies of them to BUYER at BUYER's request.
17	The SUPPLIER shall not be entitled to assign any of its rights under the Contract or sub contract any of its obligations under the contract without BUYER's prior written permission.
18	Failure or delay by BUYER in enforcing or partially enforcing any provision of the Contract will not be a waiver of any of its rights under the Contract.
19	The SUPPLIER, its employees, agents and sub-contractors shall comply with all environmental requirements stipulated in the contract documents and other requirements under applicable permits and applicable laws, including inter alia, all environmental laws and regulations having application to the project, especially those setting and establishing standards for effluents, noise or vibration levels, and airborne or waterborne pollutants. Regulations shall be understood to include, but are not limited to, any environmental report or environmental clearance approved for the project. In the event of conflict or inconsistency between the standards stipulated in applicable laws and regulations and those stipulated in the contract, the more stringent of such standards shall apply.
20	The SUPPLIER, its employees, agents and sub-contractors shall be fully responsible for the safety of his personnel at site. They shall follow all instructions and directions that the Safety Officer of the BUYER may issue from time to time in regard to the safety measures. Safety Officer of the BUYER reserves the right to inspect the executions of the Contract for satisfying himself that all safety practices are being followed during execution of the Contract. The SUPPLIER, its employees, agents and sub-contractors shall have to use necessary protective clothing, safety appliances and First Aid Boxes for their personnel as required for their safety. It is the responsibility of the SUPPLIER, its employees, agents and sub-contractors to intimate the BUYER on what safety equipment's are needed depending on the work undertaken by them.



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**General Terms & Conditions**

**Grasim Industries Limited - Birla Paints Division**

21	The SUPPLIER shall show full compliance to the BUYER's sustainability policy, including but not limited to the following measures as given below: <input type="checkbox"/> Not employing any child labor/ forced labor <input type="checkbox"/> Providing clean drinking water <input type="checkbox"/> Minimize traveling to reduce Carbon footprint. <input type="checkbox"/> Maximize local procurement to reduce Carbon footprint <input type="checkbox"/> Maximize digital communication to save paper and tree
22	If any provision of the Contract is found by anybody of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
23	Confidentiality :- Except and as otherwise agreed by the parties and subject to applicable law or any court of competent jurisdiction, this agreement/purchase order/MOU and all details, documents, data applications, software,systems, papers, statements, specifications, formulae, manufacturing, processes, Pricing, Commercial conditions, Market conditions, know-how, any technical or economic information and business/customer information which may be communicated to the SUPPLIER shall be treated as absolutely confidential and the SUPPLIER irrevocably agrees and undertakes and ensures that the SUPPLIER shall keep the same secret and confidential and not disclose the same, in whole or in part to any person without the prior written permission of the Company.
24	If SUPPLIER's firm/company is registered under MSME Act, 2006 please send us a copy of the registration certificate within 15 days to enable us to make proper disclosure in our Financial Statements. If copy of the registration certificate is not received before said time schedule, it will be assumed that the provisions of the MSME Act, 2006 are not applicable to SUPPLIER's firm/company.
25	Kindly submit SUPPLIER's order acceptance in 7 days by email at simadri.acharya@adityabirla.com to the concerned person as mentioned in the order if not we will consider this PO is accepted by SUPPLIER with all terms and conditions.
26	BUYER may cancel any Order in respect of all or any part of the Services by giving notice to the SUPPLIER at any time prior to delivery or performance and shall in such event not be liable to pay the Price for such Goods or Services but shall reimburse the SUPPLIER's reasonable costs arising directly from such cancellation as agreed by both the parties.