

WONDER CEMENT LTD

R. K. Nagar, Nimbahera, Nimbahera - 312601, Chittorgarh, Rajasthan, India

Ph No. : +911477277777

Fax No. : +911477277333

E-mail : info@wondercement.com

Website : www.wondercement.com

**Purchase Order**

Nagadi Consultant Pvt Limited (100200) Geotechnical Consultants, 106/1 D, Kishangarh, Vasant Kunj Tehsil - Central Delhi District - South Delhi Delhi - India 110070 Email : NULL Contact : Nagadi Consultant Pvt Limited Contact No : 011-26891980 GST No : 07AAACN6232G1ZP Your Ref :	Delivery & Invoice Address Nimbahera -IV Line R. K. Nagar, Nimbahera (Plant), Nimbahera - 312601 Chittorgarh Rajasthan IND Email : abhineet.agarwal@wondercement.com Contact : Abhineet Agarwal Contact No: 9116652017	Order Number : 107PO2300543 Date : 30/11/2022 14:51:34 Version : Version1 Company Info. GST No.....: 08AAACW6009L1Z4 PAN No.....: AAACW6009L TIN No.....: 08400058969 CIN No.....: U26943RJ2005PLC021205
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Following detail Additional Text to be strictly mention in "Bill to" & "Ship to" Detail of Invoice

Place Supply : R. K. Nagar, Nimbahera (Plant), Nimbahera - 312601 Chittorgarh Rajasthan IND

Dear Sir, With reference to the above , we are pleased to place this order on you for supply of the following items subject to the terms & condition mentioned.

Sr No.	Item Code	Item Description	Qty	UOM	HSN	GST %	Unit Rate	Disc %	Amount(INR)
1	50002802	GEOTECH INVESTIGATION - GEOTECH INVESTIGATION/ (NA)	1.00	LUMPSUM	99834600	IGST 18.00	284,000.00	0.00	284,000.00
								Sub Total :	284,000.00
								Other Disc :	0.00
								Total :	284000.00

PO Value (in words) Two Lakhs Eighty-Four Thousand

Tax Details : GST Applicable

Terms & Conditions

Price Basis :

Mode of Dispatch :

Payment Terms : 15 Days After Invoice

MileStone Description :

Loading City :

Delivery Date : 31/03/2023

E-Way Bill (if applicable) shall be issued to you on request

Special Note : Material to be dispatched along with Original Invoice.

All Invoice should contain - Related PO NO. along with Item description & Qty. Unit of measurement - strictly as per PO.

In absence of any above detail, Invoice shall be considered as Null and Void. And WCL shall not be responsible for any Delay in GRN / Payment Processing.

Above to be followed strictly.

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Spcl. Notes/Other T&C: Kind Attn. : Mr. Y. S. Rana, Executive Consultant

Sub: Work Order for Geotechnical Investigation Work Of Wagon Tippler & Additive System for the Line-4 at Wonder Cement Limited, Nimbahera.

Dear Sir,

With reference to your offer dated 21.011.2022 and subsequent technical & commercial discussions held with us, we are pleased to award you above subject work order on the following terms and conditions:-

1. SCOPE OF WORK, QTY & RATES:

Geotechnical Investigation Work Of Wagon Tippler & Additive System for the Line-4 at Wonder Cement Limited, Nimbahera, as specified in schedule of Rates & Qty as per attached Annexure-I.

☐ The Contractor shall be deemed to have carefully examined and to have knowledge of the general and other conditions schedules, drawings and all other documents forming part of the contract, and also to have satisfied himself as to the nature and character of the work to be carried out under the contract.

☐ The Contractor shall be entirely responsible for due performance of the contract in all respects.

☐ The Contractor shall make clear & unambiguous recommendation for Safe Bearing Capacity of all major structures to be adopted for structural design.

2. FACILITIES TO BE PROVIDED BY WCL:

☐ WCL shall provide water supply at each bore hole location & electricity at one point.

☐ Excavation of Pits shall be arranged by WCL.

☐ Lodging & boarding facility to the contractor's site in-charge.

3. RATES:

The rates for the scope of work shall be as per Annexure-I. The rates shall remain firm & fixed till completion of entire work under this work order.

4. EFFECTIVE DATE OF ORDER:

The order is effective from dt. 28.11.2022.

5. VALUE OF ORDER:

The value of this order is based on Rates and Quantities given in Annexure-I shall be Rs. 2,84,000/- (Rupees Two Lakhs Eighty-Four Thousand Only) on Lumpsum basis, however payment shall be made for the actual work done basis.

The order price is firm and no escalation whatsoever reason, shall be applicable.

6. QUANTITY VARIATION:

The quantities in Annexure - I (Schedule of rates) may vary, however rates shall be firm up to net variation of $\pm 25\%$ of the total work order value.

7. TAXES & DUTIES:

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- a) GST as applicable shall be paid extra if claimed separately in the bills, quoting the GST Registration number.
- b) Please mention PAN and GST Reg. No. on your invoice/bill. Our GST no. is 08AAACW6009L1Z4.
- c) TDS (If, applicable) shall be deducted from the amount of your invoice/bills as per prevailing act/rules and appropriate certificate will be issued by us.

In case any credit, refund or other benefit is denied or delayed to the WCL (Buyer) due to any noncompliance by the contractor (such as failure to upload the details of supply on GST portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect incomplete documents/details/information by the contractor, the Contractor would reimburse WCL (Buyer) including, but not limited to, the tax loss, interest and penalty.

8. PAYMENT TERMS:

Payment shall be released against submission of invoices duly approved by _____ concerned HOD in following manners:

- ☐ Mobilization Advance of Rs. 1,20,000/- within 2-3 days after mobilization work starts.
- ☐ 50% of balance amount after completion of field investigation.
- ☐ Final balance payment within two weeks of submission of report.

All payment will be released within 15 days of receipt of invoice.

9. START & COMPLETION OF WORK:

The contractor will start work immediately in coordination with Mr. C. G. Stawarmath Sir-AVP- Civil (M-8890032200) and complete the entire work within 2 months from the date of work order.

10. TRAVELING CHARGES:

To & Fro Transportation charges will be in Contractor scope.

11. TIME ESSENCE OF CONTRACT:

Time is essence of contract and no variation in the completion time specified in the contract shall be allowed, unless permitted in writing by the WCL.

12. SAFETY & SECURITY MANAGEMENT WORK:

Safety of the working personnel and all necessary precautions according to the existing laws and regulations shall be strictly complied with by the contractor and accordingly safety equipment shall be provided as per law. Also, all Safety Precautions shall be followed as per WCL Safety Procedures being followed from time to time.

You will also follow the Covid guideline as defined by Govt. and Wonder Cement Ltd while executing the job.

General terms & conditions for safety management work at site as per Annexure-II attached.

13. ADEQUATE PRECAUTIONS DURING PROGRESS OF WORKS:

- ☐ The Contractor shall give all notices required by any statutory provision or by the regulation and/or bye-laws of any local authority and/or any public service Owner or authority affected by the works or with whose system the same are/will be connected and he shall pay and indemnify the Owner against any fees or charges demandable by law under such act/regulations/bye-laws with respect to the works and shall make and supply all drawings and plans required in connection with any such notices.
- ☐ During the execution of the work, the Contractor shall at his own cost provide adequate materials for all works relating to Soil Testing etc. and execute the same in such a way as to ensure in abundant measure, the stability and safety of all structures, works and further ensure that no physical injury or harm is caused or likely to be caused to any person or no damage or loss is caused or likely to be caused to any property.
- ☐ The Contractor shall be responsible for taking all precautions to ensure the safety of the public, whether on the property belonging to the Owner or other, and shall post at his own expenses safety personnel as may, in the opinion of the Engineer-in-Charge or his representative be required to comply with the regulations pertaining to the work.
- ☐ The Contractor shall provide all watchmen necessary for the protection of not only his men, materials/equipment but also materials/equipment handed over to him by the Owner and shall solely be responsible for and shall take all reasonable and proper steps for protection, safety and convenience of public or others, security, lighting, fencing and watching all places on or about the works and site which may be dangerous to whomsoever.

14. COMPANY DISCRETION:

WCL reserves the right to cancel / change this order in part or whole without assigning any reason. In case any violation of quality of work, ratios and measurement is found, the payment would be with-hold and you shall have no claim whatsoever, for any compensation for the job done.

15. INSURANCE:

Any Statutory Insurance or otherwise required, like Work contract Insurance, third party claims, Workmen Compensation, your equipment Compensation etc. will be your responsibility. WCL will in no way be liable for any claims arising for any incident in the course of work or otherwise. Insurance of your workmen against death & injury and under workmen compensation Act & of third-party claims for any claim due to your responsibility shall be entirely to your account & we will in no way be liable for the same. Insurance cover for all the equipment/tools brought by contractor at site will be the responsibility of contractor.

16. STATUTORY:

- ☐ Contractor shall be required to obtain the license under the work order labour (Regulation and Abolition) Act, 1970 and rules framed there under from time to time. The contractor shall not be paid till the required license is obtained by him. Contractor is also required to intimate the number of workers likely to be engaged by him to P&A department, WCL.
- ☐ Contractor shall also abide by Labour Laws applicable to workmen and shall be responsible for all liabilities provided under various Labour Laws, including provision of EPF and Miscellaneous Act, 1952

17. TERMINATION:

The WCL shall at all-time have the right to terminate the work order by giving a notice of one month for the contractor default or failure to fulfill the obligations of the work order in whole or in part or if the contractor refuses or fails to comply with the provisions of the work order or fails so as to endanger performance and does not correct such failure or default after written notice, within a reasonable time, or fails to execute the work within the time specified. In such an event the WCL may get the whole or residual part of the work order done from other sources at the risk and cost of the contractor.

18. FORCE MAJEURE

Force Majeure shall consists but shall not be limited to invasion, blockades, strikes, lockouts, sabotages, fire explosion, riots, natural calamities, acts of god, acts of government, accidents and disruptions, breakdown of essential equipment's and machineries, You shall not be liable for the delay in work order performance due to state of force majeure. Similarly the company shall also not liable for any contractual obligations including period based payments in the state of force majeure, provided & 07 days' notice is served by the effected party.

19. ASSIGNMENT

You shall not assign in whole or in part any works of this work order to any third party without written permission from WCL.

20. ARBITRATION:

Any dispute arising out of or in connection with this agreement which cannot be settled by amicable agreement shall be finally settled by under the provisions of the Arbitration & Conciliation Act 1996 by three arbitrators one to be appointed by each party and the said Arbitrators shall appoint the Presiding Arbitrator, in accordance with the said rules of Arbitration & Conciliation Act, 1996 or any subsequent modifications or amendment thereof. The decision of the Arbitrators shall be final and binding on both the parties. The cost of arbitration shall be borne by the parties or party as decided.

21. JURISDICTION:

For all legal matters, disputes arising out of this work order, the jurisdiction shall lie with the Court in Nimbahera, District-Chittorgarh in the state of Rajasthan only.

22. SETTLEMENTS OF DISPUTES:

In case of any dispute or difference arising out of, or relating to, under or in respect to this order between the owner and contractor, the same shall be referred to the unit head of WCL, whose decision shall be final and binding.

23. CONFIDENTIALITY:

You will keep confidential and not use or disclose to any third party any technical, commercial information or operating data received from the Client in connection with the Services except as may be required by law or as may be requested by the Client. This obligation will survive termination of the Work order. This obligation will not apply to any technical information or operating data that was in your possession before its disclosure in connection with the Services, that is or becomes part of the public domain through no fault of your side or that otherwise becomes available to you from an independent source not under a confidentiality obligation.

You will ensure smooth execution of this job with proper coordination with all concerns.

This order is being sent to you in duplicate. Please return the duplicate duly signed as a token of your acceptance.

Thanking you,

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Amendment Remark :

Note : (I) This is a computer-generated document. No signature is required.

(II) Please send your Order Acceptance Immediately on receipt of this order . If we do not receive your order acknowledgement within 5 working days, we shall treat this order as accepted from your end.

(III) All supplies will be accepted only if accompanied with invoice.

(IV) Please mention the P.O. number in the invoice for every supply covered by this order.

(V) Authorized Transport : Associated Road Carriers Limited in case of Transportation is in Wonder Cement limited scope .

Prepared by:

Abhineet Agarwal

Reviewed by

Approved by

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Reference PO Number :

ANNEXURE A

107PO2300543

OTHER TERMS AND CONDITIONS FOR PO

Warranties : As per the Manufacturers' Standard. You will Mention the related Norms in your Invoice
Inspection : All materials are subject to inspection / Verification and acceptance at our stores By our competent authority .

(A) Applicable GST rate should be indicated on the invoice along with relevant declaration.

(B) In case any credit, refund or other benefit is denied or delayed to the WCL (Buyer) due to any noncompliance by the Seller (such as failure to upload the details of supply on GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents/ details/ information by the Seller, the Seller would reimburse WCL (Buyer) the loss to WCL (Buyer) including, but not limited to, the tax loss, interest and penalty

(C) If any transaction is not being disclosed in the prescribed return within the stipulated time period by the supplier due to which credit is denied to WC, then WC will be eligible to deduct loss of credit from the next payment to the supplier

(D) Please dispatch all relevant documents through Professional/First Flight Courier only.

(E) Please provide the following information for issuing Road Permit Form (2 Days prior to schedule dispatch):-

(i) Name and Address of Consignor

(ii) TIN No:

(iii) Invoice No, Date and Value

(vi) Commodity Name

OTHER TERMS AND CONDITIONS FOR SUPPLY OF MATERIALS:-

(1) While loading of material, please ensure that material should be loaded in a systematic manner so that same can be unloaded at our site safely. Please don't load the material above the body of the vehicle. Material should not come out of the body in height as well length. Selection of Vehicle should be as per length & height of Material to be lifted.

(2) You shall supply the materials duly tested and certified as per standard and ensure no defective materials is supplied. Alternatively, materials shall be out rightly rejected and no value shall be paid for the rejected items.

(3) Insurance: please intimate us for insurance well in time if it is in WCL scope

(4) Delivery: Strict time bound delivery is the essence of this contract. In all events, agreed delivery schedule will be adhered by you. You will ensure that the delivery will be completed within committed delivery period failing which we reserve the right to cancel the order without any compensation to you and we may procure the materials from other source. Differential amount shall be debited to your account.

(5) Documentation instruction: Please ensure recording of Purchase order no. & date on each & every document. Your delivery challan / bill/ LR copy must be packed with material also. Please send dispatch detail with a scan copy of Document through e. mail on Email id as mentioned in Purchase order. You are requested to please submit all relevant document(s) in time. In case losses in claim of GST, shall be recovered from your account only

(6) Packing instruction: Please ensure dispatches of securely packed materials. In case of transit damage, rejection of insurance claim due to improper packing shall be in your account.

(7) MSDS (Material Safety Data Sheet) should be sent along with the supply wherever is applicable.

(8) Dispatch instruction: You need to dispatch the material through our authorized transporter. In case non-availability of our authorized transporter, you shall inform us and get written confirmation prior to dispatches. Alternatively, the differential transportation charges shall be debited to your account. Please ensure vehicle inward to our plant carrying materials should be road worthy and pollution free. All the vehicle(s) must be attended compliance of motor vehicle act & rules.

(9) Statutory instruction: In case you are registered under "MSMED act" please confirm the same along with copy of registration" while sending the invoice.

(10) System compliance instruction: Please ensure compliance of systems i.e. ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018

(11) Confidentiality Clause Instruction: You will keep all the information procured or received from our plant in connection with the services confidential during and after validity period and will not (except as required by applicable law, regulation or legal process) without prior written consent of our management, copy, print, reproduce, distribute or disclose any information in any manner what so ever.

(12) Noncompliance of these above requirement(s) shall be construed as breach of trust and violation of agreement, therefore action as deemed fit can be taken by management including the determination of this contract.

(13) Kindly ensure that materials which is as per statutory requirements require RAWANA as proof of having paid the Required Royalty amount, should accompany each and every consignment sent by you, failing which WCL shall not be accepting the material. Any liabilities arising out of materials without proper RAWANA shall be to your account.

(14) It should be ensured by Vendors that shelf life items supplied to WCL have at least 75% of shelf life remaining at the time of receipt at our Store. For example an items having one year shelf life (gap between date of manufacture and date of expiry) should be supplied to WCL maximum within 3 months of date of manufacture so that we have 9 months period remaining/available with us to use the item. Likewise an item having 2 years shelf life is supplied maximum within 6 months from date of manufacture. Kindly note that material is liable to be rejected if it is not complying this stipulation.'

(15) Quantity may increase or decrease however rates & all terms condition remain same.

(16) Rate will remain firm during the validity of this contract and no escalation of whatsoever nature will be applicable.

TEST CERTIFICATE:

You will ensure that material is accompanied by all relevant certificates, failing which the material may be liable for rejection.

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Declaration Pursuant to Section 194Q, Section 206AB and Section 206CCA of the Income Tax Act, 1961

TO WHOMSOEVER IT MAY CONCERN

Dear Sir/Madam,

Sub:- Applicability of TDS u/s 194Q, 206AB and 206CCA of Income Tax act, 1961 for FY 2022-23

Undertaking Cum Declaration

We, **Wonder Cement Limited**, holding PAN **AAACW6009L** (TAN - JDHW00109E), having Corporate office at 17th Old Fatehpura, Near Seva Mandir, Udaipur (Raj) - 313002, hereby declare and undertake as follows:

1. That the Income Tax Return pertaining to **FY 2019-20 & FY 2020-21** was duly filed by us with Income Tax Department within applicable due dates vide acknowledgement no. **981926061311220 & 146184520090222** respectively.
2. That the Income Tax Return Pertaining to FY 2021-22 shall be filed on or before applicable due dates as per applicable provision of Income Tax act, 1961.
3. That the aggregate amount of tax deducted/collected During the Specified above Period (i.e. FY 2019-20 & 2020-21 Exceeds the specified Limit (i.e. 50000/- in each of last 2 FY) Prescribed under section 206AB & 206CCA of the Income Tax Act, 1961.
4. That the total turnover of Wonder Cement Ltd. for the F.Y. 2021-22 was more than Rs.10 crores, so in compliance of provisions of section 194Q Wonder Cement Limited will deduct TDS at applicable rates u/s 194Q on the amount of Purchase made during the Financial Year, wherever it may apply, at the time of making payment of the same.
5. In view of above context, you are not required to collect TCS u/s 206C(1H) on bill raised on Wonder Cement Limited during FY 2022-23.

I hereby declare that, the above information furnished is true & correct & Undertake to indemnify the entity for any loss/liability fully including any Tax, interest, penalty, etc. that may arise due to incorrect reporting of above information.

For - Wonder Cement Limited

Signature: _____

Name of person - Prashant Sharma

Designation - Executive Vice President (Corporate Affairs)

Date: 28.03.2022