



Service Order

Plant Address/Reply us at:

Indian Metals & Ferro Alloys Ltd.
CHQ General Store
Indian Metal & Ferro Alloys Ltd
IMFA BUILDING, BOMIKHAL, RASULGARH Bhubaneswar
Odisha IN 751010

Corporate Office:

IMFA Building, Bhubaneswar- 751010, Odisha, IN
CIN: L27101OR1961PLC000428

Service Provider: 26402 Claritus Management Consulting Pvt. Ltd A-27C 2ndFloor Sector-16,Noida NOIDA-201301 Uttar Pradesh GSTIN: 09AACCC3838K1ZF PAN: AACCC3838K UAM NO: Phone No: Mob No: 91-9555877664 Email: vikas@claritusconsulting.com	SO No: ORDER NO-008101-2425 SO Date: 17/10/2024 ServiceOrderType: One Time Change Order: 0 Contact Person: Saumya Mohapatra Contact No: +919124589181 Primary Email: saumyamohapatra@imfa.in Order Category:	Billing Address : Indian Metals & Ferro Alloys Ltd. Indian Metal & Ferro Alloys Ltd IMFA BUILDING, BOMIKHAL, RASULGARH Bhubaneswar Odisha IN 751010 PAN No: AAACI4818F GSTIN: 21AAACI4818F1Z2 Phone No:- Email: CE REGN/ECC/PLA No.: AAACI4818FXM002, CST No.:KOCII 65 dt.18-12-1964
Qtn No: QtnDate: Contact Person: Vikas Gupta Contact No:	RFQ No: RFQ Date: Currency: INR	Shipping Address: Indian Metals & Ferro Alloys Ltd. Indian Metal & Ferro Alloys Ltd IMFA BUILDING, BOMIKHAL, RASULGARH BHUBANESWAR-751010 Odisha INDIA For Details refer line item

Indian Metals and Ferro Alloys Ltd. is pleased to release this order subject to following terms & conditions in addition to those mentioned in enclosed Annexure. Non-acceptance of this order is required to be communicated within 5 days from the date of issue of this order otherwise it shall be deemed that the Order along with the terms and conditions has been accepted. Please quote the Order No. & date mentioned above in all your future correspondence with us.



Material Code/ Service	Delivery Location	Quantity	UOM	Unit Price	Discount Total	Amount	Line Total Amount	Tolerance	Delivery Date / Completion Date
1.3750009335 Microsoft Windows Server 2022 - User CAL Licence Microsoft Windows Server 2022 - User CAL Licence HSN Code: 997331 Make: Part number:	CHQ Capex Store	200	Nos	3,329.00 INR		665,800.00 INR	785,644.00 IGST:18%, 119,844.00	0	10-10-2024
Tax Total							IGST: 119,844.00		
Grand Total						665,800.00 INR	785,644.00		

Total Basic Value (After Discount): 665,800.00 INR (Rupees Six hundred sixty-five thousand eight hundred and zero paise only)
Total Tax Amount: 119,844.00 INR (Rupees One hundred nineteen thousand eight hundred forty-four and zero paise only)
Total Order Value: 785644 INR (Rupees Seven hundred eighty-five thousand six hundred forty-four and zero paise only)



TERMS & CONDITIONS:

- PRICE BASIS:
- TERMS OF PAYMENT: As Per Annexure- in 30 days.
- MODE OF PAYMENT: RTGS / NEFT /ONLINE
- MODE OF DESPATCH:
- FREIGHT TERMS:
- INSPECTION: N
- ENGAGEMENT LABOUR: N
- SUPPLY OF MATERIAL: N
- TYPE OF SERVICE ORDER: One Time
- DURATION: From: 18/10/2024 To: 31/12/2024

Documents Attached

GENERAL TERMS AND CONDITION

<p>1. Definition</p> <p>(a) Advance Bank Guarantee (ABG): means a Bank Guarantee issued by any Nationalised Bank upon the request of the Supplier(s), to the satisfaction of the Owner / Buyer for an amount equal to the advance paid under this Purchase Order and valid upto three months after completion of the contract.</p> <p>(b) Authorised Representative: shall refer to the employee(s) and/or technical personnel and/or consultant(s) and/or any other person(s) engaged by the Owner / Buyer for supervision under this Contract.</p> <p>(c) Defect Liability Period (DLP): shall refer to a period starting from the date of acceptance / issuance of the completion certificate by the Owner / Buyer and within which any defect discovered shall be removed / solved by the Suppliers / Service Provider without any extra charge/cost.</p> <p>(d) Effective Date: shall refer to the date of issuance of the Order, unless otherwise agreed in this Order.</p> <p>(e) Goods: means and includes materials, machineries, plants or equipment described in this order, whether original or substituted or additional, with consent of the parties, or any part thereof.</p> <p>(f) Order: shall refer to the Purchase Order / Service Order placed by the Owner/Buyer for supply of goods and/or services with the Suppliers / Service Provider.</p> <p>(g) Owner/Buyer: means Indian Metals & Ferro Alloys Ltd., (IMFA), a company registered under the Companies Act, 1956 and the Rules framed therein, having its registered office at Bomkhal, P.O. Rasulgah, Bhubaneswar 751010, Dist. Khurda, which expression shall include its successors, assigns and/or authorized representatives.</p> <p>(i) Performance Bank Guarantee (PBG): means the Bank Guarantee issued by any Nationalised Bank on the request of the Suppliers, to the satisfaction of the Owner/Buyer for an amount equal to 10% of the order value (unless otherwise mentioned different % in the Order) including the all taxes and valid for a period of three months after the date of completion of Defect Liability Period or Specific Period mentioned elsewhere in the order</p> <p>(j) Right of Way ("RoW"): in relation to Clause 15(f) herein shall mean, but not be limited to, any license, right and/or permission and/or compliance required over any land or immovable property for the purpose of this Purchase Order.</p> <p>(k) Specification: means and includes technical descriptions of the goods / material, if any, contained or referred in this order based on the quotation of the Suppliers.</p> <p>2. Interpretation:</p> <p>(i) In these Conditions, except where the context requires otherwise, words imparting the singular also include the plural and vice versa.</p> <p>(ii) Any reference to a statutory provision shall include such provision as is from time to time modified or amended or re-enacted or consolidated or substituted so far as such modification or amendment or re-enactment or consolidation or substitution applies or is capable of applying to any transactions entered into hereunder</p> <p>3. Scope: As mentioned in this Order.</p> <p>4. Specification: The Suppliers have to supply the goods of the following specification: Specification as mentioned under Column "Material Description" and Annexure of Order.</p> <p>5. Order Value/Total consideration: The Order Value shall be the total consideration amount paid/to be paid by the Owner/Buyer to Supplier / Service Provider including the cost of goods, machines, tools, labour, services, transportation etc. which would be required for completing this Order. This amount shall also include any remedying/ curing costs incurred to remove any such defects, if found during the DLP.</p> <p>6. Taxes & Duties:</p> <p>(i) The order value shall be inclusive of all taxes, levies, cess and duties but except Goods and Service Tax (GST), as applicable, which shall be borne by the Owner/Buyer on presentation of tax invoice as prescribed under GST laws and on payment of GST to the appropriate tax authority (ies) by the Supplier.</p> <p>(ii) In the event of the Supplier not complying with GST provisions resulting in the Owner/Buyer being denied input tax credit or suffers interest/penalty, then the same shall be recovered from the Supplier.</p> <p>7. Area of Operation: As mentioned in the Order.</p> <p>8. Fixed Value: Subject to Clause 9 i.e. Quantity Variation, Order Value/Total Consideration quoted in Clause-5 above is fixed and no variation shall be allowed during the contract period on account of escalation of any kind whatsoever, unless otherwise agreed in writing by the Parties.</p> <p>9. Quantity Variation: Quantity of all goods is provisional and may be varied depending on schedule of supply and the quantity variation is also subject to the nature of the material and quantity tolerance. The Supplier(s) / Service Provider hereby agrees that the Owner/Buyer shall be vested with a right to alter and/or vary the said Quantity of the total goods and / Or services, depending on the schedule of supply, nature of material & work and quantity tolerance.</p> <p>10. Time period: Both the Parties hereby agree that Time is essence of the contract. – Delivery Shall be completed as mentioned against "Delivery Date" of the Order.</p> <p>11. Liquidated damage: Failure to complete the supply within the agreed time period by the Suppliers shall attract Liquidated Damages ("LD") @ 0.5 % of the said Order Value for every week (7 days) or part thereof, subject to ceiling of 5 % of Order Value.</p> <p>12. Obligation(s) of the Owner/Buyer: The Owner/Buyer shall have to provide the following input(s) to the Supplier(s) / Service Provider (s) as mentioned in this Order.</p> <p>13. Terms of Payment: As mentioned against Clause "Terms of Payment" of this Order.</p> <p>14. Representations and Warranties:</p> <p>The Supplier / Service Provider represents warrants and confirms to the Owner/ Buyer that:</p> <p>(i) The Supplier / Service Provider has the full right, power, and authority to enter into this Agreement and each agreement, document, and instrument to be executed and delivered by the Owner/Buyer pursuant to this Order and to carry out the transactions contemplated hereby and thereby. No waiver or consent of any person is required in connection with the execution, delivery, and performance of this Order.</p> <p>(ii) The Supplier / Service Provider's financial statements truly represents the financial condition of the Supplier / Service Provider at the dates of said statements and the results of its operations for the periods covered thereby and has been prepared in accordance with generally accepted accounting principles and practices consistently applied and consistent with the books and records of the Supplier / Service Provider.</p> <p>(iii) That there are no actions, suits, proceedings, or investigations pending or, to the Supplier's / Service Provider's knowledge, against it under the Applicable Laws or in equity before any court or before any other judicial, quasi-judicial or other authority, which individually or in the aggregate may have any adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any material impairment of its ability to perform any of its obligations, duties, responsibilities or liabilities under this Order;</p>	<p>15. Obligation(s) of the Supplier(s) / Service Provider (s):(a) The Supplier(s) / Service Provider (s) shall have to obtain all statutory permissions, compliances as may be required under all applicable laws for the entire scope of supply and /or service as mentioned in this Order.</p> <p>(b) The Supplier(s) / Service Provider (s) shall abide by all statutory laws, rules and regulations applicable to this Order and shall comply to all applicable statutory requirements. The Supplier(s) / Service Provider (s) shall be solely responsible for any non-compliance(s) and shall be consequentially liable for the same. The Supplier(s) shall indemnify and keep indemnified the Owner/Buyer for any liability arising in this regard. The Supplier(s) shall undertake adequate preventive measures to avoid any type of accident and/or mishap at site/ Area of Operation. The Owner/Buyer shall not be held liable or responsible for any accident whatsoever.</p> <p>(c) Supplier(s) / Service Provider shall be responsible towards maintenance of all records with respect to all statutory compliance(s).</p> <p>(d) The Supplier(s) shall arrange suitable insurance coverage for all risks in relation to the Goods involved in this contract. On demand by the Owner/Buyer, such insurance policies shall be submitted by the Supplier(s) / Service Provider(s)</p> <p>(e) Notwithstanding anything mentioned herein or under any subsequent amendment of this Order, the ultimate responsibility for satisfactory completion of Order shall, at all times, rest with the Suppliers / Service Provider</p> <p>(f) The Supplier(s) shall be solely responsible and liable to solve any such issues connected to Right of Way (RoW) and/or other issues, if any, at its own cost for the purpose of this contract. Any delay or non-performance of the Order resulting from the Supplier(s) / Service Provider (s) failure to effectively address the ROW issues shall be deemed to be a breach of this agreement and the Supplier / Service Provider shall be solely liable for the same.</p> <p>(g) The Supplier(s) / Service Provider shall rectify/cure, any such defect if found during the Defect Liability Period (DLP), within One month from the date of notice of such defect, without any further payment. In case any such defects are not rectified/cured by the Supplier(s) / Service Provider within such period, Owner/Buyer shall have all the rights to encash/forfeit the Performance Bank Guarantee/Security Deposit/retention amount, as the case may be, and cure the defects, at the cost, risk and liability of the Suppliers / Service Provider. Further, the Supplier(s) / Service Provider shall also be liable for appropriate legal action for recovery of general damages.</p> <p>(h) The Supplier(s) / Service Provider shall be completely liable towards any loss/damage that may be caused to the premises, equipment, machinery and other installations of the Owner/Buyer, in course of movement of materials in the site or otherwise and accordingly reimburse the same.</p> <p>16. Inspection: Parties hereby agree that stage wise inspection and Final Inspection shall be carried out by Owner's/Buyer's Technical Personnel/ Consultant/ Authorised Representative for verification of the quantity, quality and specification of Goods supplied and their opinion thereon shall be final and binding on the Supplier(s) / Service Provider (s) and shall be the basis for release of any payment.</p> <p>17. Inspection by Statutory Authority: The Supplier(s) / Service Provider shall arrange for final inspection, of the Goods supplied, by the Statutory Authority, if required, at its own cost and expenses including deposit of all fees, before handing over to the Owner/Buyer, unless otherwise specified in the Order.</p> <p>18. Deliverables: As mentioned in Order.</p> <p>19. Measurement: The Parties hereby agree that the quantity and quality of Goods / Service shall be determined by measurement (s) in accordance with the relevant Indian Standard in presence of Owner/Buyer's authorized representative / consultant wherever it is applicable.</p> <p>20. Submission of Bill: Supplier(s) shall have to submit Bills on periodic interval(s) and/or completion of event(s), as per the said Scope, to the Authorized Representative/technical personnel/consultant of the Owner/Buyer and the same shall be paid as mentioned in the Order, after the same is duly certified by such Authorized Representative/technical personnel/consultant.</p> <p>21. Assignment: The Supplier(s) / Service Provider shall not assign or transfer this contract or any rights, obligation or liabilities arising thereunder, either entirely or in part, without prior written approval of the Owner/Buyer.</p> <p>22. Payment due from the Suppliers / Service Provider: All costs and/or damages for which the Supplier(s) / Service Provider (s) is liable to the Owner/Buyer shall be deducted by the Owner/Buyer from any money due and payable to the Supplier(s) / Service Provider under this contract.</p> <p>24. Attachment(s): The annexures attached to this Order shall form part and parcel this Order.</p> <p>25. Amendment: Amendment, if any, required for the purpose of this contract shall be in writing on mutually agreed terms by the Parties</p> <p>26. Force Majeure: (a) Force Majeure means any event or circumstance that is beyond the reasonable control, either directly or indirectly, of either party and which event cannot, by exercise of reasonable diligence, be prevented or caused to be prevented; cannot despite the adoption of reasonable precaution and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before occurrence of such events or circumstances is available) be prevented; and which adversely affects such party's performance of its duties and obligation or enjoyment of its rights under the contract. Such Party is under an obligation of intimating the Other Party concerned about occurrence of the said Force Majeure condition promptly.</p> <p>b. The aforesaid force majeure conditions should be inclusive: Acts of God, war, riot, flood, sabotage, compliance with Governmental requests, orders or action, change in laws & regulations, National Defence requirements or any labour trouble, lock out or court order or any other event which is beyond the reasonable control of such Party.</p> <p>c. In the event of occurrence of a force majeure, the party whose performance is affected by such an event, shall, promptly notify in writing to the other party the existence and cessation of such event. The party shall take all reasonable steps within their power to recompense the performance of the contract within such days as mutually agreed following the cessation of an event of force majeure.</p> <p>d. Neither party shall be considered to be in default or in breach of its obligation under this contract to the extent that the performance of such obligation by such party is prevented by any circumstances of force majeure which arise after the effective date of this contract.</p> <p>f. In the event, any or all of the above mentioned circumstances/ reasons totally prevent(s) either party from fulfilling its obligation under this contract for a continuous period of 30 days, the other party shall have the option of terminating this Order with 30 day notice period.</p> <p>g. Events of Force Majeure shall not include</p> <p>(i) Weather conditions (including monsoon) reasonably to be expected for the climate in the geographic area of the Facility;</p> <p>(ii) Delay or failure to obtain necessary permissions, approvals and sanctions of the Competent Authority/Statutory Body</p> <p>(iii) the occurrence of any manpower or material delay, default or failure (either direct or indirect) in obtaining materials, equipments or any Sub-Suppliers, worker performing any work or any other delay, default or failure, financial or otherwise of a Sub-Supplier unless the same results from a Force Majeure event as per Clause 26 (a).</p> <p>(iv) Financial distress of the Supplier or Sub-Supplier or the Owner.</p>	<p>27. Termination: This Order can be terminated upon breach of any terms and conditions of this Order by one party, by the other party after giving 30 days' notice in writing for remedying/curing such breach. Upon the Supplier(s) committing a breach, the Owner/Buyer shall give one month's (30 days) notice in writing of such breach to the Supplier(s) / Service Provider (s) for remedy of such breach. If the Supplier(s) fails to cure the said breach or cure the same not to the satisfaction of the Owner / Buyer, the Owner / Buyer may:-</p> <p>(i) employ a third party or otherwise carry out the remaining part of Supplier(s) / Service Provider (s) obligation and in that case the Supplier(s) / Service Provider (s) shall be liable to indemnify the Owner / Buyer for the extra cost incurred due to such breach of the Supplier(s) / Service Provider (s), or</p> <p>(ii) take ownership and possession of all goods whether movable or immovable of the Supplier(s) / Service Provider (s), on making payment for goods after adjustment of any advance money paid to the Suppliers / Service Provider. It is specifically agreed that the above mentioned rights are without prejudice to the rights of the Owner/Buyer for recovery of any loss and / or damages, sustained due to such breach, from the bank guarantee, security deposit and/or otherwise, in case the bank guarantee/security deposit amount is insufficient for the recovery of such loss and/or damages.</p> <p>28. Correspondence(s): Any notice(s) and / or correspondence (s) required under this contract shall be served by Registered Mail, Speed post, and/or by Hand Delivery to the Authorised Representative of the Parties at the respective addresses mentioned in the Order. In case email address or Fax number of any party are confirmed to other party, such correspondence shall also be sent through such email or fax.</p> <p>29. Each Party ("Receiving Party") recognizes that it may be given and may have access to the confidential information of the other Party ("Disclosing Party") and hereby undertakes not to use any such confidential information at any time, for its own purpose except as permitted hereunder, without the prior written consent of the Disclosing Party and shall not disclose to any third party, any confidential information of the Disclosing Party at any time, except to its directors, employees, consultants, professional advisors, sub-CONTRACTOR, and lenders ("Receiving Party Representatives") who shall adhere to the confidentiality terms as provided in this Contract. The Receiving Party shall be liable and responsible at all times for any breach of confidentiality by the Receiving Party Representatives. The contents of this Contract shall also be kept confidential. For the purpose of this Contract, confidential information shall include all information of whatever nature, whether provided in writing, orally, electronically or otherwise by or on behalf of the Disclosing Party including but not limited to proprietary information of the Disclosing Party any other information relating to the operations, plans, intentions, forecasts, market opportunities, projections, activities and/or financial affairs as disclosed by the Disclosing Party ("Confidential Information"). Upon termination, the Receiving Party shall promptly return all the Confidential Information and any other materials and information provided by the Disclosing Party or permanently destroys and/or erase all such Confidential Information.</p> <p>Nothing in this Clause above shall apply to any Confidential Information which:</p> <p>(i) was known to the public (through no act or omission of the Receiving Party or Receiving Party Representatives in violation of this Contract); or</p> <p>(ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; or</p> <p>(iii) was known to the Receiving Party prior to its disclosure under this Contract; or</p> <p>(iv) Is required to be disclosed by any Governmental Authority or judicial order or direction, in which case the Party so required shall give the other Party prior written notice of such disclosures required to be made.</p> <p>The Provisions of this clause shall bind the Parties for a period of 2 years from the date of expiry of the term of the Contract or earlier termination as the case may be.</p> <p>30. Governing Laws & Jurisdiction: This contract shall be governed by and construed in accordance with the laws of India and the local laws of Odisha.</p> <p>The Courts in Bhubaneswar shall have exclusive jurisdiction under this contract as the Purchase order emanates from Bhubaneswar.</p> <p>31. Dispute Resolution: Any dispute arising out of or in relation to or in connection with this contract or its interpretation, enforceability, performance, breach, termination or validity (each a "Dispute"), Parties shall try to resolve/settle the same amicably, equitably and in good faith or in the court of law in the jurisdiction of Bhubaneswar.</p> <p>32. Language: All documents pertaining to this contract including specification, schedules, notices, correspondences, operating and maintenance instructions, drawings, or any other writings shall be in English.</p> <p>33. Others :</p> <p>(a) That the Supplier(s) shall be under obligation to abide by all the requirements outlined in the HSE Guidelines in force and its amendment from time to time, of the Owner/Buyer, which is attached herewith as Annexure- I. Penalty for violation of safety requirements shall be imposed as per Annexure-II and deducted by the Owner/Buyer from the payments of the Supplier(s).</p> <p>(b) In the event of any accident occurred at the site the Suppliers shall take all necessary steps for medical help including hospitalization, treatment. Further, the Owner/Buyer shall not be held liable and responsible for hospitalization, treatment or payment of compensation etc.</p> <p>(c) The Supplier shall be liable and responsible for compliance of provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and Rules made thereunder. Any act or behaviour of the agent/employee/workmen of the Supplier at the work place, if proved as sexual harassment of any women, shall be treated and considered as misconduct and appropriate action shall be taken against him.</p> <p>(d) This purchase order contains all the terms and conditions governing this contract and supersedes all previous agreements and understandings between the parties with respect thereto.</p> <p>(e) During the course of the contract if any unlawful activities found to have been committed by the employee, agent, labourer, workers, authorized persons of the Suppliers, the Owner/Buyer shall not be held liable and in case of happening of such event, the Suppliers shall be held liable under the applicable laws.</p>
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