

Details of Contractor

CLARITUS MANAGEMENT CONSULTING PRIVATE LIMITED (F

A 27 C, SECTOR 16, NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH - 201301,

State Name : UTTAR PRADESH State Code : 9

GSTIN : **09AACCC3838K1ZF**

PAN No. : AACCC3838K

Contact Detail : Ms Aarti Singh, Mo. No. : 9560344771, Email : aarti.singh@claritusconsulting.com

Order No. : **NW24Y-00031**

Date : **22-10-2024**

Amend No. : **0**

Date : **22-10-2024**

Party Ref. No. : **QUOTATION**

Party Ref. Date : **21-10-2024**

File/Project : **NNHO1**

Delivery Address

STEAG ENERGY SERVICES (IND) PVT LTD

A-29 & 30, SECTOR 16, NOIDA 201301

State Name : UTTAR PRADESH State Code : 9

GSTIN : **09AAFCS1399L1ZQ**

PAN No. : AAFCS1399L

Contact Detail : MR. TAJESH CHUGH, Ph. No. : 0120-4625060,

Billing To Address

STEAG ENERGY SERVICES (IND) PVT LTD

A-29 & 30, SECTOR 16, NOIDA 201301

State Name : UTTAR PRADESH State Code : 9

GSTIN : **09AAFCS1399L1ZQ**

PAN No. : AAFCS1399L

CIN No. : U31101DL2001PTC188324

Contact Detail : MR. TAJESH CHUGH, Ph. No. : 0120-4625060,

Sr. No.	Description of Goods	Order Qty	Unit	Rate (per unit) (INR)	Mat. Value / Tax on Amount (INR)	SGST		CGST		CESS	
						Rate	Amt.	Rate	Amt.	Rate	Amt.
1	Adobe Acrobat Pro DC for one year (VV0021371) Dept. : NIT1 Item Desc : Adobe Acrobat Pro DC for enterprise for one year HSN/SAC No. : 9973	4	NO	24,780.00	99,120.00 99,120.00	9.00	8,921.00	9.00	8,921.00	0.00	0.00
Total :		4.000			99,120.00		8,921.00		8,921.00		0.00

Amount of Tax subject to Reverse Charges (Y / N)

SGST

8,921.00

CGST

8,921.00

Total Tax Value (In Word)

Rs - Seventeen Thousand Eight Hundred Forty Two Only .

Total GST Value (INR)

17,842.00

Total Order Value (In Word)

Rs - One Lakh Sixteen Thousand Nine Hundred Sixty Two Only .

Total Order Value (INR)

1,16,962.00

Terms & Conditions :

PAYMENT TERMS

: 100% Payment within 30 days from the date of submission of invoice and after successful renewal.

- : GST @ 18% Inclusive in the total order value and shall be released to the Contractor only on submission of proof of filing of 3B and counter checking it on the portal.

SPECIAL TERMS

: Renewal Period: 03.11.2024 to 02.11.2025.

- : VIP number: A4D685BB0EF6B5C4122A.

- : Delivery: Within 5 Days from the date of receipt of work order.

- : The licenses are for one year only and there is no commitment after that.

- : Kindly return a copy of this order duly signed on all pages as a token of your acceptance of the order.

- : General terms and conditions as per annexure - A and code of conduct & un global compact 10 principles as per annexure - B & C.

- : Contact Person: Mr. Tajesh Chugh, Email id: t.chugh@steag.in, Ph. No.:0120-4625060.

AJAY ROHILLA

Ajay
Prepared By

Technically ok
Quw
22/10/24.

Reviewed By

Authorised By



TERMS & CONDITIONS FOR RATE CONTRACT / SERVICE ORDER

Commercial Conditions:

1. Rate(s) will remain firm till expiry of the contract/completion of the work.
2. The rates are inclusive of all taxes (except GST, which will be paid extra as applicable).

General Conditions:

1. **INTERPRETATION:** In case of any conflict relating to the meaning of terms and conditions of this contract, specification and instructions mentioned herein and as to the quality of work, decision of STEAG Energy Services (India) Pvt. Ltd. (hereinafter referred to as STEAG or SESI) shall be final, conclusive and binding on the Contractor.
2. **ASSIGNMENT/SUBLETTING OF CONTRACT:** Any subletting of the work is to be carried out by the authorized service provider/dealer only after taking prior approval in writing from SESI. Any such consent, when granted, shall not relieve the Contractor from any of its obligation, duty or responsibility under this contract.
3. **AMENDMENTS/CLARIFICATION:** Amendments, modifications or supplements to this contract shall be effective only if made in writing and signed by competent persons of each party.
4. **INDEMNITY:** The Contractor shall indemnify, defend and hold harmless STEAG, its partners, shareholders, affiliates, officers, directors, employees, agents, consultants, contractors and representatives from and against any and all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of every kind or character, including reasonable attorneys' fees and expenses, for injury or death of persons or physical loss of or damage to any property of any persons arising from the action or lack thereof on part of the Contractor, its employees or its agents in connection with performance of the contract.
5. **DEFENCE OF SUITS:** If any action in court is brought against STEAG or its Engineer or Officer or Consultant or any agent due to failure, omission or neglect on Contractor's part to perform any acts, matters, covenants of things under the contract or for damage or injury caused by the alleged omission or negligence on the part of Contractor or the sub-agency in connection with any claim based on lawful demands of sub-agency or employees, the Contractor will in all such cases indemnify and keep STEAG and its Engineers /its representative free and harmless from all losses, damages, expenses or decrees arising out of such action.

STEAG shall have full power and right at its discretion to defend & settle any suit brought or made against it as aforesaid, whether pending or threatened, as it may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including the amount of damages and compensation and all legal costs, charges and expenses in connection with any compromise of award which shall be final and binding upon the Contractor.

6. **FORCE MAJEURE:** Neither party shall be responsible for any failure to fulfill its obligations (total or partial non-fulfillment) under the contract for the period during which performance of such obligations is prevented by an Event of Force Majeure, which shall mean any event or circumstances or combination of events or circumstances, which materially and adversely affects, prevents or delays any party in performance of its obligations under the contract to the extent such events or circumstances are not directly or indirectly within the affected party's reasonable control. An Event of Force Majeure shall include -
 - i. war, civil war, riots, revolutions and acts of sabotage;
 - ii. natural disasters such as storms, cyclones, earthquakes, floods, drought, destruction by lightning, pandemic, epidemic etc.;
 - iii. explosions or fires arising out of or directly influencing the facility;
 - iv. boycotts, strikes and lock-outs (nationwide);
 - v. any law, regulation, order, direction or the legislation of any Competent Authority;
 - vi. Govt. Authority's action or inaction not by fault of the party affected, including failure to issue permits, clearances, licenses, approvals, and authorizations despite a party's reasonable and diligent effort to obtain the same.

In the event of a force majeure occurrence, the affected party shall provide prompt notice to the other party about the occurrence of the event, giving an estimation of its expected duration and the probable impact on the performance of its obligations and exercise all possible efforts to continue to perform its obligation.

Exclusions: - Force Majeure shall not include the following events or circumstances -

- i) unavailability, late delivery, or changes in cost of equipment, materials, spare parts, consumables etc.;
- ii) delay in the performance of any contractor, sub-contractors or their agents;
- iii) Non-performance resulting from normal wear & tear typically experienced in materials & equipment;
- iv) Boycotts, strikes & lock-outs occur within the premises of party / vendor;
- v) Non-performance caused by - (a) negligence, errors or omissions; (b) failure to comply with rules and (c) breach or default under the contract.

The term of this contract shall automatically stand extended for the period of Force majeure without any increase/revision in price/rate.

7. **GOVERNING LAW & JURISDICTION:** This Contract shall be construed in accordance with and governed by the laws of India and the courts in Delhi shall have exclusive jurisdiction.

Arbitration shall be in accordance with Rules of Arbitration of the Indian Arbitration and Conciliation Act 1996. The venue of arbitration shall be New Delhi and the language to be used in the arbitration shall be English.

Other Conditions:


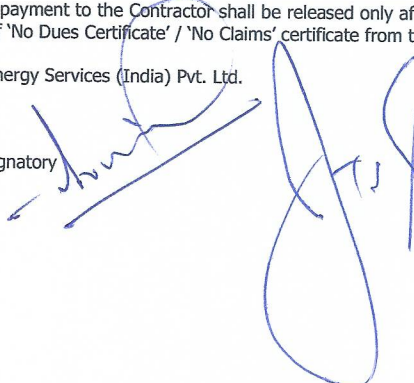
1. The Contractor shall exercise utmost degree of care, skill and diligence in the performance of services and will depute its qualified, trained, experienced, competent and physically and medicinally fit Engineer / person to carry out the work.
2. The Contractor's person shall be in Contractor's Uniform and shall carry Identity Card and Gate Pass while on duty.
3. After completion of the work, before leaving site, Contractor's engineer shall prepare and submit a service report (recommending remedial measures if any to be taken and recommend the list of spares) to the In-charge of STEAG and get it duly certified and signed by the In-charge /or the person authorized by him.
4. All measuring instruments, tools and tackles; PPEs etc. required for the safe execution of the work shall be in Contractor's scope, unless specifically mentioned in the Order in STEAG's scope.
5. The Contractor is responsible for complete health and accident insurance coverage (including hospitalization and cover for minor as well as fatal injuries) of its personnel and sub-agencies and STEAG will not be liable to pay or reimburse any amount towards insurance claims or any other compensation caused by incident(s) occurred at site while carrying out the assigned services by the Contractor or its sub-agencies.
6. Food, Accommodation & Transport of Contractor's personnel shall be in contractors' scope, unless specifically mentioned in the Order in STEAG's scope.
7. All permissions / approvals required for carrying out and completion of services shall be obtained by the Contractor at its own cost. The Contractor shall ensure that its teams are

available at site as per schedule given by STEAG and to ensure that the work is attended carefully, without damaging the equipment in the minimum possible time ensuring the quality and without affecting other activities at site.

8. The contractor's team shall not start the work without a written Permit to Work (PTW) from the authorized person of STEAG.
9. The contractor shall provide guarantee for the work carried out by it. The work will be guaranteed for the period as agreed from the date of completion of the job. If any fault is noticed within the guarantee period, then the Contractor shall attend the same immediately free of cost.
10. The contractor will ensure that its team shall not go to areas which are not within the scope of the contractor. Their movement is permitted only to the area limited for the Permit to Work issued.
11. The Contractor to provide self-attested copy of PAN Card, GST Registration and MSME Registration Certificate (if applicable) along with accepted copy of this contract within 24 hours of issue of this Order.
12. Payment shall be made as per payment terms mentioned in the Work Order. No interest shall be paid by SESI for delayed payments.
13. Any Special Conditions mentioned in this Contract shall be read in conjunction with the Terms and Conditions and all other documents forming part of this Contract. If any portion of terms and conditions is repugnant to or at a variance with any provision of the special conditions, special conditions shall be deemed to supersede the provision of the terms and conditions and shall be to the extent of such repugnant or variance prevails.
14. This Work Order shall be treated as completed only when services are executed as per the scope of work and schedule and its acceptance by STEAG.
15. The final payment to the Contractor shall be released only after submission of all documents as per terms of the Work Order (Reports / drawings etc.) by the Contractor including submission of 'No Dues Certificate' / 'No Claims' certificate from the Departments/Sections and from Contractor's employees as the case may be.

For STEAG Energy Services (India) Pvt. Ltd.

Authorized Signatory



CODE OF CONDUCT

STEAG prides itself as a Company with highest order of ethical conduct in dealing with customers, dealers, vendors, suppliers, contractors, staff or the like by whatever name called. As part of the contractor's association with STEAG, it is important that the contractor fully understand this philosophy and the policies governing it. The Contractor shall maintain utmost discipline and good conduct in dealing with contractor's colleagues, customers etc. STEAG values every employee as an individual and an asset and will not tolerate any objectionable behaviour including, however not limiting to, verbal abuse, sexual harassment, gender discrimination, misuse of STEAG's property, theft, cheating or any such act of any individual or body of individuals.

The contractor/his personnel shall, at all times while at STEAG's premises and on STEAG's business:

- a) act responsibly, diligently, ethically, soberly and honestly;
- b) not consume or be under the influence of any drug / alcohol that may affect the performance of the work assigned;
- c) comply with all occupational health or safety policies of STEAG;
- d) comply with all procedures, rules, regulations, standards of conduct and lawful directions of STEAG in respect of use of its premises, equipment, business ethics or methodology or contact with the staff or customers;
- e) not commit any criminal offence and not otherwise breach any law or regulation, which could adversely affect the interests of STEAG or the provisions of the Services;
- f) not harass any person based on or due to his colour, caste, creed, sexual orientation etc.;
- g) carry and display at all times appropriate company identification and
- h) not otherwise act in any manner which could disrupt or adversely affect the STEAG's business reputation, interests or goodwill.
- i) not explicitly or implicitly participate in any strike, dharna etc that causes hindrance to generation/production of the plant, during the entire term of contract.

Annexure C

UN GLOBAL COMPACT 10 PRINCIPLES

Declaration of Support for the United Nations Global Compact

For STEAG, as an enterprise with global operations in the constantly challenging energy market, many factors contribute to business success. Beyond profits and growth it is also the path which we have chosen to reach our goals that is an essential precondition for our lasting business success. This path includes compliance with the applicable laws and legislation, but also responsible action going beyond that.

STEAG has participated in the UN Global Compact initiative and supports the implementation of the following Ten Principles. The Ten Principles form an integral part of contracts and agreements with our business partners. As a matter of principle, we obligate our suppliers and service providers to observe and comply with the Ten Principles. We are resolved to continue to integrate the Global Compact into our business processes and corporate responsibility activities and to further step up our commitment. As our supplier/service provider, we seek your commitment to observe and comply with the ten principles given below:

HUMAN RIGHTS

- Principle 1 : Business should support and respect the protection of internationally proclaimed human rights and
- Principle 2 :make sure that they are not complicit in human rights abuses.

LABOUR

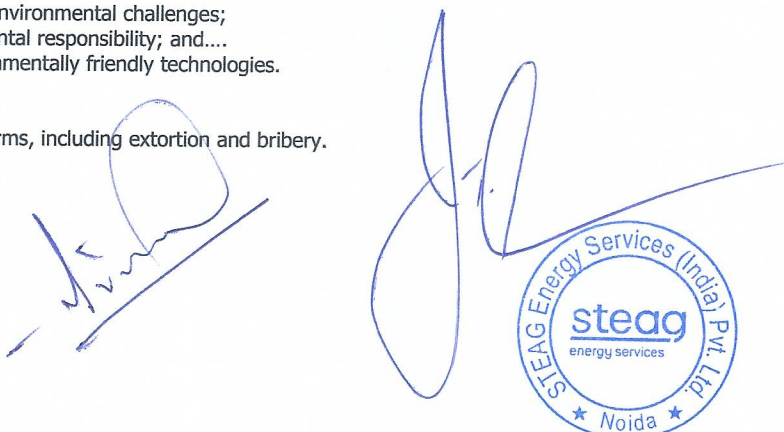
- Principle 3 : Business should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4 : ... the elimination of all forms of forced and compulsory labour;....
- Principle 5 : the effective abolition of child labour; and ...
- Principle 6 : the elimination of discrimination in respect of employment and occupation.

ENVIRONMENT

- Principle 7 : Business should support a precautionary approach to environmental challenges;
- Principle 8 : undertake initiatives to promote greater environmental responsibility; and....
- Principle 9 : encourage the development and diffusion of environmentally friendly technologies.

ANTI CORRUPTION

- Principle 10 : Businesses should work against corruption in all its forms, including extortion and bribery.



Handwritten signature and circular stamp of STEAG Energy Services (India) Pvt. Ltd. The stamp includes the company name, logo, and location Noida.