

**Address :** Jaladhulagori, Vill & P.O. Dhulagori,  
P.S. Sankrail, Dist. Howrah,  
SANKRAIL , PIN : 711302,

**PAN No :** AAACG0569P  
**GSTN No. :** 19AAACG0569P1Z4

**Cont. Person:**

**Tel. No. :**

**Fax No. :**

**E-Mail :**

**Vendor Code :** 918053338

**SHUBHAM ENGINEERING,**  
LIG-182, M P NAGAR -2  
NIHARIKA,  
KORBA, Dist: KORBA, PIN: 495677  
Chhattisgarh, India

**GSTN No:** 22ARXPR2928N1ZY

**PAN No :** ARXPR2928N

**Tel No :** 9977806348

**FAX No :**

**E-Mail :** shubhamengg39@gmail.com

**Contact:** RAJESH KUMAR RAI

## Purchase Order

**SAP PO No/Plant** 2800968831/NE13

**PO Date :** 25.09.2023

**PO Type :** CAP(Capital)

**Issuing Authority :** PLANT SERVICES PROCUREMENT

**Vendor's Ref/Qtn No :**

**Created by:** Sanjay PAUL

**Please Quote the GSTN Number, PO No., Line Item No,**

**Name of the Works / Unit and the Contact Person in all correspondences (including the Delivery Challan/Invoice )**

With reference to your quotation and subsequent negotiations, we are pleased to place this Purchase Order on you for the supply of following items/services subject to terms and conditions stated below and printed overleaf/attached with this purchase order

PO Item No / PR No / Dept	Item Code	Description & Specification	Delivery Date	Taxes/Duties Value	Qty	UOM	Price in INR	Total Discount	Amount in INR
00001/ 1000612135 / CIVIL		<b>SK.541-</b> <b>RP1_MR_MAIN_BEARING_REPLACEMNT'23</b> SK.541- RP1_MR_MAIN_BEARING_REPLACEMNT'23  SCOPE OF WORK:-  SHIFTING OF NEW BEARING TO WORKPLACE REMOVAL OF ALL GUARDS DISMANTLING OF CARDAN SHAFT FIXING OF GEAR BOX SADDLE BELOW GEAR BOX DISMANTLING OF TORQUE ARM SLIDING PAD DISMANTLING OF SHRINK DISC POSITIONING OF GEAR BOX SHIFTING OF GEAR BOX TO BACK POSITION LIFTING OF FEED BIN BY 20MM AGAINST EXPANSION JOINT LIFTING OF HOUSING TOP STRUCTURE 20MM ARRANGEMENT OF 2 NOS 100TON JACK FOR RESTING OF ROLLERS	31.10.2023		1.000	JOB	680,000.00  PER 1 JOB		680,000.00



**Ambuja Cements Limited**  
( Unit: SANKRAIL )

**Address :** Jaladhulagori, Vill & P.O. Dhulagori,  
P.S. Sankrail,Dist.Howrah,  
SANKRAIL , PIN :711302,  
West Bengal , India

**Vendor Code :** 918053338  
**SHUBHAM ENGINEERING,**  
LIG-182, M P NAGAR -2  
NIHARIKA,  
KORBA,Dist: KORBA,PIN:495677  
Chhattisgarh,India

**Purchase Order**

**SAP PO No/Plant** 2800968831/NE13  
**PO Date :** 25.09.2023  
**PO Type :** CAP(Capital)  
**Issuing Authority :** PLANT SERVICES PROCUREMENT  
**Vendor's Ref/Qtn No :**

PO Item No / PR No / Dept	Item Code	Description & Specification	Delivery Date	Taxes/Duties Value	Qty	UOM	Price in INR	Total Discount	Amount in INR
		DISMANTLING OF HOUSING FRONT COVER DISMANTLING OF INSIDE V-SEAL COVERS REMOVAL OF HOUSING FROM ROLLER SHAFT DISMANTLING OF BEARING FROM HOUSING ASSEMBLING OF BEARING INTO HOUSING FIXING OF NEW V-SEAL (INSIDE PORTION) APPLYING GREASE ON THE BEARING FIXING OF HOUSING ASSEMBLY TO ROLLER SHAFT LOWER DOWN THE LIFTED TOP STRUCTURE AND FEED BIN TO ITS ORIGINAL POSITION FIXING OF GEAR BOX AND SHRINK DISC INTO POSITION FIXING OF CARDAN SHAFT FIXING OF ALL GUARDS ALL BOLT TIGHTENING TO BE ENSURED BY HYDRAULIC TORQUE WRENCH TRIAN RUN OF EQUIPMENT. RETURNING OF OLD REMOVED BEARING TO WAREHOUSE  ALL LIFTING TOOLS AND TACKLES INCLUDING CHAIN PULLEY BLOCK, SLINGS, PULLEYS, ROPE AND D-SHACKLES, SAFETY BELTS, HYDRAULIC JACK WILL BE IN VENDORS SCOPE CUTTING AND WELDING SET WILL BE IN THE SCOPE OF VENDOR							

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Chhattisgarh, India

### Purchase Order

**SAP PO No/Plant** 2800968831/NE13  
**PO Date :** 25.09.2023  
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PO Item No / PR No / Dept	Item Code	Description & Specification	Delivery Date	Taxes/Duties Value	Qty	UOM	Price in INR	Total Discount	Amount in INR
		<p>ALL REQUIRED PPE’S FOR WORKMEN WILL BE IN VENDORS SCOPE ALL TOOLS (6-7 TO 30-32 D &amp; RING SPANER, HAMMER, CHISEL, CROWBAR, WELDI NG SCREEN AND APRON FOR WELDING) REQUIRE FOR THE JOB WILL BE IN VENDOR SCOPE ANY SPECIAL TOOL REQUIRED FOR THE JOB WILL BE IN VENDOR SCOPE</p> <p>The following documents required for the Bio-metric card enrolment / Gate Entry.</p> <p>1. Passport Photo 2. Date of Birth Proof 3. Adhaar Card, Voter card 4. ESI / GPA Policy Copy 5. Purchase order No. 6. Company Xerox copy of Letter Head for address 7. Company Vendor Code 8. Company PF &amp; ESI Code allotment Xerox copy. 9. Employee individual PF No. 10. Blood Group details. 11. Data collection Form collect from us by the individual.</p> <p>1) All contractor personnel shall bring their own locks. 2) The lock should be of red colour and will have single key. 3) The locks should have</p>							



# Ambuja Cements Limited

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PO Item No / PR No / Dept	Item Code	Description & Specification	Delivery Date	Taxes/Duties Value	Qty	UOM	Price in INR	Total Discount	Amount in INR
		contractors' employee identification. (photograph attached on lock and name mentioned).  The item covers the following Services: <b>1.MOVABLE</b> ROLLER_DE_BEARING_REPLACEMENT SAC Code :998719		Integrated GST 18%	1.000	JOB	680000.00	0	680000.00

Gross Price after Disc in INR 680,000.00

<b>Total in INR</b>	Six Lakh Eighty Thousand Only	680,000.00
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### Header Information :

REFERENCE: The PO Issued with reference to your Email Dtd. 24.08.2023 and the subsequent discussion and negotiation had with you.

\*\*\*\* Fresh PO (Under Capex) created after cancellation of previous PO No. 2800966222 dt. 30.08.2023 (Under Revenue) as per mail from Mr. Vinod Kumar Dt. 23.09.2023.

TAXES: GST payable extra as applicable as per prevailing rates.

SAFETY PPES: Personal Protective Equipment (PPes) like Helmets, Dust Mask, Welding Aprons, Goggle, Safety Shoe & Cotton Hand Gloves as per Standard will be in Service provider's scope.

MOBILIZATION: Within 3 days on receipt of Purchase Order Copy or confirmation through Email.

You will be intimated well in advance by user department for mobilization /deployment of your team with tools and tackles . You are requested to get in touch with Mr Vinod Kumar ( Mobile No- 9073376586)

STATUTORY PAYMENT: All statutory payment including payment of wages as per Government rules , Compliances of Labor License as per the contract Labor, All Insurances & its liabilities and Compliances of Provident Fund for workmen engaged by contractor, will be in contractor's scope.

FOODING, ACCOMODATION & TRAVELLING: The rates are inclusive of Fooding & Transportation/Local Conveyance charges of your manpower to be deployed for the job. It



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## Purchase Order

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will be arranged by you and will be in Service Provider's scope & Accomodation in Labour Hutment will be in ACL Scope.

MEASUREMENT CRITERIA/ASSESSMENT OF JOB FOR BILLING: Order value is based on tentative quantity, however, payment will be released on actual job verified and certified by user department.

DOCUMENTS REQUIRED FOR MANPOWER MOBILIZATION: You are requested to please provide following documents before manpower mobilization.

Required Documents:-

1. Fillup Application Form - (To be collected from HR Dept.)
2. Fillup Enrollment Form - (To be collected from HR Dept.)
3. Fillup Excel Format - Attached ( For Avoiding Human Interaction due to COVID 19 )
4. PF UAN Number Documents.
5. ESIC TIC Number Documents.
6. Aadhar Card Xerox Copy
7. 1 Copy Photo

The following documents required for the Bio-metric card enrolment / Gate Entry.

1. Passport Photo
2. Date of Birth Proof
3. Adhaar Card, Voter card
4. ESI / GPA Policy Copy
5. Purchase order No.
6. Company Xerox copy of Letter Head for address
7. Company Vendor Code
8. Company PF & ESI Code allotment Xerox copy.
9. Employee individual PF No.
10. Blood Group details.
11. Data collection Form collect from us by the individual.

- 1) All contractor personnel shall bring their own locks.
- 2) The lock should be of red colour and will have single key.
- 3) The locks should have contractors' employee identification. (photograph attached on lock and name mentioned).

Send your invoice To -

Scan Centre/Mail Room Incharge

Ambuja Cements Limited

Unit Address : Jaladhulagori, Vill & P.O Dhulagori

P.S. Sankrail, Dist - Howrah -711302



## Ambuja Cements Limited

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**Vendor's Ref/Qtn No :**

West Bengal.

Please send your vendor related payment/invoice status queries to our help desk new e-mail id >> ptphelpdesk@adani.com or dial toll free - 18001037143 & Select Option Accounts Payable -1.

### Important Terms & Conditions :

Please submit Tax Invoice on supply of Material/Service with prerequisite statutory information within the stipulated time as mentioned in the relevant provisions of The Central Goods and Services Tax Act, 2017 and allied Acts and Rules made thereunder. In case the invoice is issued beyond the stipulated time as per GST Act, then the Company will not be liable to reimburse any such taxes and duties paid under GST Act. Further, the Supplier of Goods/ Services indemnifies the Company from and against any loss/extra cost incurred by the Company on account of default by the Supplier or any of its third party in any statutory compliance of the GST Act.

Please quote the purchase order number & PO Line Item No in all your challan, bills & correspondence with us.

### Data protection clause :

Any Confidential Information by us/Information shared with Ambuja Cements Limited by you shall always be governed by the Privacy Policy of Ambuja Cements Limited as available on our website [amended from time to time, please visit the website for regular updates] and Ambuja Cements Limited shall have the right to its usage in a manner specifically provided under the Privacy Policy and as consented by you as a part of this Agreement/Contract.

### Code of Business Conduct for Suppliers - Our Expectations of Suppliers :

Our Company is committed to meeting high social, environmental, and OH&S standards and we expect our Suppliers to do likewise. We prefer to work with the suppliers who integrate environmental and social considerations into their procurement process and have similar sustainable procurement guidelines for their own downstream suppliers (at tier 1, tier 2, ... etc level). Suppliers must comply with local and national laws and regulations. Furthermore, we expect Suppliers to adhere to the following standards (Standards are based on the United Nations Global Compact principles).

### Health & Safety and Security

#### Health and Safety

Suppliers shall provide a safe and healthy work place for their employees and contractors. Suppliers must be compliant with local and national laws and regulations on occupational Health and Safety (H&S), and have the required permits, licenses and permissions granted by local and national authorities. Suppliers must have documented health and safety policies and/or procedures in place together with appropriate safety infrastructure and equipment. Suppliers identified as being moderate to high risk for H&S shall take action and bring proof of continuous improvement towards a recognized H&S management system in place. When on our sites, Suppliers must comply fully with our applicable policies and directives.

#### Security

Suppliers shall ensure that all necessary security arrangements are in place to protect their employees, contractors performing work at their sites, as well as their assets, especially in areas of conflict. In particular, suppliers are expected to have an actionable crisis management policy in place to be able to respond to emergencies timely and efficiently.



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### Working Conditions

Suppliers shall uphold fair and decent working conditions. Workers shall be paid at least the local industry rate or minimum wage stipulated by national law, whichever is higher, and benefit from social security schemes according to national legal standards. Should there be no legal minimum wage in the country of operation, fair and decent conditions imply suppliers shall pay their workers considering the general level of wages in the country, the cost of living, social security benefits and the relative living standards.

### Freedom of Association and Non-retaliation

Suppliers shall not interfere with worker's freedom of association. Employee representatives shall not be subject to discrimination or termination of contract in retaliation for exercising employee rights, submitting grievances, participating in union activities, or reporting suspected legal violations.

### Forced Labor

Suppliers shall not use work that is performed involuntarily under threat of penalty, including forced overtime, human trafficking, debt bondage, forced prison labor, slavery or servitude. Suppliers shall not withhold migrants' workers' identification documents.

### Child Labor

Suppliers shall not employ children at an age where education is still compulsory. Children under the age of 18 or below the legal minimum age, shall not be employed.

### Non-discrimination

Employment-related decisions shall be based on relevant and objective criteria. Suppliers shall make no distinctions on grounds including, but not limited to: age, disability, gender, sexual orientation, political or other opinion, ethnic or social origin or religion. Employment-related decisions include, but are not limited to: hiring, promotion, lay-off and relocation of workers, training and skills development, health and safety, any policy related to working conditions like working hours and remuneration.

### Environmental Regulatory Compliance

Suppliers shall respect and comply with environmental regulatory requirements on all levels (local, national and international). In all their activities, they shall be covered by required environmental permits and licenses, and support a precautionary approach to environmental challenges.

### Management of Environmental Impacts

Suppliers shall systematically manage their environmental impacts with respect, but not limited to: energy, water, waste, chemicals, air pollution and biodiversity and set objectives and targets to reduce such impacts. Suppliers identified as having a high environmental impact shall take action and demonstrate proof of continuous improvement towards having a recognized Environmental Management System in place.

### Bribery and Corruption

Suppliers shall comply with all applicable anti-corruption laws and regulations and, to this effect, have a zero tolerance policy towards any form of bribery, corruption, extortion and embezzlement. In particular, Suppliers shall not pay bribes or make any other inducement (including kickbacks, facilitation payments, excessive gifts and hospitality, grants or donations) in relation to their business dealings with customers and public officials. Suppliers are expected to



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perform all business dealings transparently and these dealings shall be accurately reflected on their business books and records. Suppliers shall not hire third parties do something they are not allowed to do themselves, like paying bribes.

### Competition Laws

Suppliers shall comply with all applicable competition laws in the performance of their contract with our Company and, to this effect, have a zero tolerance policy towards any form of violation of such rules. Suppliers shall not, in particular, attempt to introduce in their contractual agreements with our Company, any conditions that would be in breach of competition laws. Suppliers are also expected to take all necessary precautions in order to avoid the disclosure of any commercially sensitive information about their supply relationship with our Company to third parties and vice versa.





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**Issuing Authority :** PLANT SERVICES PROCUREMENT  
**Vendor's Ref/Qtn No :**

### Delivery At:

Ambuja Cements Limited,Unit : ( Unit: SANKRAIL ),  
Jaladhulagori, Vill & P.O. Dhulagori,,P.S.  
Sankrail,Dist.Howrah,,  
SANKRAIL, PIN:711302,  
West Bengal, India

**Incoterms:** FOR ACL-SANKRAIL UNIT, WB

### Invoice Instructions :

Invoice to be prepared in triplicate in the name of  
Ambuja Cements Limited-Unit ( Unit: SANKRAIL )

### Address :

Jaladhulagori, Vill & P.O. Dhulagori,,P.S.  
Sankrail,Dist.Howrah,,  
SANKRAIL, PIN:711302,  
West Bengal, India

The original Invoice along with copies should be sent  
to Mail room /Admin incharge as per address mentioned  
above. For any further information in invoice  
processing, please write to email -  
ptphelpdesk@adani.com or call to tollfree no.  
18001037143.

### Payment Terms:

ZN54 : 100 % payment within 15 days  
PAYMENT WITHIN 15 DAYS ON SUBMISSION OF  
RELEVANT BILLS, DULY VERIFIED BY THE  
CONCERNED DEPARTMENT AFTER SUCCESSFUL  
COMPLETION OF JOB.

### Payment Mode:

RTGS/NEFT

### Ethical View Reporting Directive:

In order to further improve upon our impeccable Corporate Governance record, ACL Board has instituted a  
**Ethical View Reporting** Policy. In case you come across any unethical behavior of our employees ,kindly  
contact us at:: Email - acl@ethicalview.com or Toll free helpline - 1800 209 1005 or Fax - +91 (22)  
6645 9796 or Post Box No. 25, HO Pune - 411001. or directly to the chairman of the ACL Committee at at the  
Company's Corporate Office filing an online report at: <https://integrity.lafargeholcim.com>.  
Information so received will be kept strictly confidential

### Anti Bribery Corruption Directive:

Ambuja Cements Limited (ACL) desires to engage in a business relationship with suppliers and / or, your  
sub-contractors / agents that are committed to Sustainable Development. ACL follows a Code of Conduct  
that demands the highest standards of moral and ethical behaviour in its business dealings. Our  
intent is to partner with suppliers and / or,your sub-contractors / agents, who have not only set for  
themselves high standards in sustainability, but have specifically targeted avoidance of bribery and  
corruption by following an Ethical Code of conduct.

### Bribery and Corruption:

Suppliers and / or, your sub-contractors/agents shall conduct their business ethically and shall NOT  
subscribe to bribery or corruption in any form. They shall not either directly or indirectly, or request,  
agree to receive or accept any undue pecuniary or other advantage for the purpose of obtaining, retaining,  
directing or securing any commercial, contractual, regulatory or personal advantage. It includes any  
financial or other advantage given or requested for the improper performance of a business activity.

### For Ambuja Cements Limited

Unit ( Unit: SANKRAIL )

### Authorised Signatory

(Narottam Sharma-REGIONAL PROCUREMENT HEA)

This is a electronically signed document and does not require any  
physical signature

## PURCHASE ORDER ACCEPTANCE LETTER

Your Ref.: 2800968831/NE13/Sanjay PAUL

To,  
Purchase Department,  
Ambuja Cements Limited  
SANKRAIL  
Jaladhulagori, Vill & P.O. Dhulagori,  
P.S. Sankrail, Dist. Howrah,  
SANKRAIL PIN : 711302  
West Bengal, IN

Sub: Acknowledgement & acceptance of purchase order number 2800968831, dated 25.09.2023.

We acknowledge the receipt of Purchase Order No 2800968831, dated 25.09.2023 from M/s. Ambuja Cements Limited, SANKRAIL, Jaladhulagori, Vill & P.O. Dhulagori, P.S. Sankrail, Dist. Howrah, SANKRAIL-711302, IN for the supply of material / providing services.

We have gone through the purchase order rates and terms & conditions, and we accept the same for execution.

We are sending this letter, duly signed with our seal towards acknowledging the receipt and acceptance of your purchase order on us. We will be executing this purchase order in its totality as per all terms & conditions mentioned in it.

Authorized Signatory  
M/s. SHUBHAM ENGINEERING

Seal:

Date:

Sent to:  
Purchase Department.  
Ambuja Cements Limited  
SANKRAIL, Jaladhulagori, Vill & P.O. Dhulagori, P.S.  
Sankrail, Dist. Howrah, SANKRAIL-711302, IN

Note: Supplier shall communicate to the Buyer acceptance of this PO and return one copy of same duly signed in, as a token of supplier's having accepted the PO & its terms and conditions, within 7 days. It will be deemed by the Buyer that this Contract has been accepted by Supplier / Service Provider in the event of their receiving no communication to the contrary within the stipulated period.

## **Standard Terms for Service Contracts**

### **1. Scope of Work / Services**

The scope of Work/Services covered under this Purchase Order (**PO/ Contract / Agreement**) will be as set out in the PO standard Terms and Conditions hereto. These Standard Terms and Conditions will be an integral part of the PO and will be applicable on the Service Provider (**Service Provider/Contractor**).

### **2. Payment**

Notwithstanding anything contained in this PO or any other related agreement, the Company shall pay the consideration to the Service Provider as specifically set out in the PO. Company's maximum liability, in any case, be limited to the undisputed, due and payable amount for the services rendered under this PO/Agreement.

### **3. Duration and Commencement of Work / Services**

This Contract / Agreement shall be in force for a period as provided in the PO ("Term"). Thereafter, this Contract / Agreement may be renewed for such further period(s) at the sole discretion of the Company on the terms and conditions mutually agreed by them and in case the same is not renewed in writing, the arrangement will automatically come to an end at the expiry of the Term. The Service Provider shall make necessary arrangements well in advance and commence the Services covered under this Contract / Agreement as per the initiation of the Term, failing which the Company will be at liberty to terminate this Contract / Agreement without assigning any further reasons therefore. Further, this Contract / Agreement shall bind the Parties hereto till it is terminated by efflux of time or in the manner and for the reasons set out in clause 14 hereinbelow.

3A. Representation & Warranties by the Service Provider that:

Along with any other representations and warranties provided in this PO/ Contract/ Agreement the Service Provider agrees, represents & warrants to the Company that:

- (i) it is and will remain a corporation or company duly organized, validly existing and in good standing under the applicable laws;
- (ii) it is under no contractual or other obligation or restriction that is inconsistent with Service Provider's execution or performance of this PO/Agreement/Contract and that it has all legal authority to enter into this PO/ Agreement / Contract with the Company and that entering into such PO/ Agreement/ Contract does not, and shall not in future violate any law, regulation or any other agreement executed by the Service Provide with any third party;

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FOR Ambuja Cements Limited



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For SHUBHAM ENGINEERING

Code: 918053338

Authorized Signatory(Narottam Sharma-REGIONAL  
PROCUREMENT HEA)

Date: 25.09.2023

Time: 18:53:17

(Authorized Signatory & Stamp)

Date:

Time:

This is electronically signed document and does not required any physical signature.

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(iii) it has no pending litigation, notices, claims etc., against themselves that shall harm the company in any manner, financially, operationally or causing reputation risk;

(iv) it has all resources, bandwidth and expertise to provide services as contemplated under this PO/ Agreement / Contract and shall ensure to continue to possess and maintain these resources, bandwidth and expertise during the validity of this PO / Agreement/ Contract;

(v) it has and shall comply with all applicable laws, rules, regulation and compliance requirement in providing any services to the Company and shall also follow all labour laws related compliance;

(vi) it will perform all Services with requisite care, skill and diligence, in accordance with all applicable laws, rules, regulations, orders and industry standards. Without limiting Service Provider's obligation to comply with all applicable laws and regulations in providing Services,

Additionally, in the event the Service Provider is a Micro, Small & Medium Enterprises (MSME), then in such an event the Service Provider expressly agrees, represents and warrants that it is an MSME and has provided to the Company all mandatory and official documents, including certificates of registration or any other related document to this effect to Company/BUYER/Purchaser at the time of execution of this agreement/Contract/PO. If these documents are not provided by the Service Provider latest within 7 days from the date of execution of this Agreement/Contract/ PO or the effective date of Agreement/Contract/PO (whichever is earlier) then it will be deemed as a non MSME and shall not be entitled for any related benefits.

#### **4. Security Deposit / Bank Guarantee**

The Service Provider shall, if applicable as per the terms of the PO, deposit a sum as interest free security deposit ("Security Deposit") or issue a Bank Guarantee ("BG") from the Nationalised Bank, the case maybe. In the event of any breach of terms of the Contract / Agreement by the Service Provider, the Company shall be at liberty to adjust the amount of Security Deposit / encash BG towards any outstanding of whatsoever liability of Service Provider and also its subsidiary or associate companies / sister concerns and the same shall not be called in question. In the event of termination of the Contract / Agreement, the Security Deposit will be refunded to the Service Provider after adjusting all the amounts due from them and if the Service Provider refuses to collect the same for any reasons whatsoever for a period of three (3) months, the amount will be forfeited by the Company. In case of BG, if not encashed, it shall be returned to the Service Provider at the end of the claim period.

#### **5. Indemnity**

a. The Service Provider hereby undertakes to indemnify and keep indemnified, defend, save and keep the Company harmless against any action, proceedings, claims

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or demands of any person, government or local authority made against the Company in respect of or as a result of business operations carried on by the Service Provider or on the Service Provider's committing any breach of the provisions of any statutory regulations or in consequence of breach of the terms of this Contract / Agreement / PO, any act of commission or omission or default of the Service Provider, the Service Provider's employees, agents or workmen and against all costs, charges, and expenses which the Company may have to pay, incur or sustain any loss by reason of any such wrongful action, omission, proceedings, claims or demand or otherwise, in relation thereto.

b. It shall be Service Provider's responsibility to ensure that all the rules and regulations relating to employment of labour including but not limited to payment of Provident Fund, Employees State Insurance, gratuity, minimum wages, payment of bonus and other relevant provisions/legislations are complied with by the Service Provider and in the event of the Service Provider committing breach of any of the provisions or if due to any reason the Company is sought to be made liable for the same, the Service Provider shall indemnify and keep the Company indemnified of all costs, charges and expenses damages or amounts which the Company may be required to incur and sustain by reason of any action, claim or demands.

c. If any damage or injury is caused to any person or property or any death occurs due to any act or default/ negligence of any person employed by the Service Provider, the Service Provider alone will be liable to damage or for compensation in respect thereof and the Service Provider agrees to indemnify and keep the Company indemnified against all losses, damages, claims, costs, charges, expenses thereof.

d. The Service Provider will be responsible for the safe custody of the Company's raw material/goods/equipment in the Service Provider's charge or possession and for any loss/damage/shortage caused to the raw materials/goods/equipment during such time, the Service Provider will make good the same to the Company.

e. The Company is at liberty to recover and adjust such amounts from the charges payable under this Contract / Agreement to the Service Provider in respect of the above. In case of any shortfall, the same shall be made good by the Service Provider immediately on demand.

f. The Service Provider shall defend and/or indemnify the Company, its employees, agents, affiliates and others, and hold them harmless from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, courts costs and compliance failures, including but not limited to, non-deposit or incorrect deposit of tax, non-filing or incorrect filling of return, etc., which may arise under this Contract / Agreement.

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g. The rights, powers, privilege and remedies provided in this indemnity are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.

h. The Service Provider shall defend at its/his own expenses any suit proceedings for any claim asserted against the Company. The Company shall give (but with no obligations on the Company, whatsoever) reasonable assistance required in defending the suit and Company reserves full rights, but no obligation, to defend/settle the claim if Service Provider fails to defend diligently any such suits or proceedings without relieving the Service Provider of his obligation.

**6. INTELLECTUAL PROPERTY RIGHTS:**

The Service Provider / Contractor represents and warrants that it has the Intellectual Property right over the plant / equipment / parts / service to be supplied to the Company. The Service Provider / Contractor shall protect and indemnify the Company against all damages and liabilities, including costs, expenses, claims, suits or proceedings arising out of, or in connection with, any actual or alleged of Intellectual Property right infringement (including process patents, if any), or violation of any license with respect thereto, by reason of the use of plant / equipment / part /service by, or on behalf of the Service Provider / Contractor for the purpose for which it is furnished, or use of plant / equipment / part /service by the Company or the sale by the Company, its successors or assigns of products / service made, manufactured, fabricated, processed or produced with the plant / equipment / part /service thereof, and shall defend or settle at the Service provider's own expense, any such claims, suits or proceedings.

The Company will promptly notify the Service provider in writing of any such claim, suit, action or proceeding coming to its attention or knowledge, giving authority and all available information and assistance for the Service Provider's defence of the same. If at any time the installation of the Plant or any part / service thereof, or the use thereof in India for the purpose for which it is furnished, or the sale of products produced therewith, is prevented or enjoined because of Intellectual Property right infringement or claimed infringement related to the plant and equipment /Service / parts supplied by the Service provider, the the Service provider shall promptly at its own expense, either procure for the Company the right to use and continue to use such plant/equipment / parts /Service or replace the same at its own expense with equally efficient non-infringing plant /equipments / parts / service, satisfactory under all requirements of the Contract within the reasonable period to be agreed between the parties, so that the operation of the Company's Plant will not be unduly delayed or interrupted to mitigate the loss of the Company as far as possible.

The Company will have the right at its own cost to retain counsel of its own choice to collaborate in the defences of any such claim, suit, action or

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proceeding. The Service Provider shall hereby also give the Company the authority to defend any action of Intellectual Property violation taken by any third party if it is found that such action by the Company is necessary to mitigated loss to Company. The Company however is under no obligation to initiate or defend any action against any third party and all loss suffered by Company for actions taken by third party shall be indemnified by the Service Provider.

The Service Provider agrees and acknowledges that, all rights, including, without limitation, copyright in any creative, logos, reports, surveys, marketing, promotional, and collateral materials constituting the work product made or contributed to in whole or in part by the Service Provider, within the scope of the Purchase Order given by the Company during the duration of the PO, shall vest in & be under sole ownership of the Company, its Subsidiaries or their affiliates, as applicable. The Service Provider agrees that the work product shall be deemed #work made for hire# under the applicable copyright laws and hereby assigns, and agrees to assign, the Company all the rights, title and interest in any such work / product, irrespective of whether such work / product is reduced to practice or not, and to take all other steps deemed necessary by the Company for vesting them in the Company the entire right, title and interest in and to those work products, as & when required by the Company.

The Service Provider also agrees that the Company is entitled as author to the copyright and all of the perpetual rights to the work /product, throughout the world, including, but not limited to, the right to make such changes in the work / product and such uses of the work / product, as they may determine in its sole and absolute discretion. Aforementioned rights will vest on the Company only after all undisputed payments as agreed between the Parties in the terms of PO have been duly paid to the Service Provider.

#### **7. Goods and Services Tax (GST)**

The Service Provider shall obtain the necessary GST registration and comply with the provisions of the Goods and Service Tax Act ("GST Act") and rules formed thereunder. GST, if any levied, shall be reimbursed to the Service Provider after the completion of Services on submission of the bill/tax invoice with prerequisite statutory information, including the GST registration number and SAC/HSN Code, within the stipulated time as mentioned in the relevant provisions of the Central Goods and Service Tax Act, 2017 and allied acts and rules.

In case the invoice is issued beyond the stipulated time as per the GST Act, then the Company will not be liable to reimburse any such taxes and duties paid under the GST Act. Further, the Service Provider shall indemnify the Company from and against any loss/extra cost incurred by the Company on account of default by the Service Provider or any of its agents and employees in any statutory compliance of the GST Act as provided in the Indemnification Clause under this Contract / Agreement.

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The Company shall have the right to review the Service Provider's documents to ensure that they are tax compliant and in case future GST liability is borne by the Company due to default of the Service Provider, then the Company shall have right to claim the amount of tax deposited by way of raising debit notes on the Service Provider.

#### **8. Statutory Compliances**

The Service Provider shall, at his/their/its own cost and expenses, be bound to observe, perform and comply with all the Acts, Rules and Regulations as may be applicable to the business of the Service Provider in relation to this Contract / Agreement and obtain and keep valid and subsisting all required legal permissions, permits, licenses, registrations and approvals, etc. The Service Provider shall submit a copy of the required legal permissions, permits, licenses, registrations and approvals, etc. obtained by it to the Company on demand.

#### **9. Relationship**

The relation between the Parties hereto shall be on a principal to principal basis and nothing herein shall be construed to create the relationship of principal and agent or employer and employee or partnership or joint venture or otherwise, between them.

#### **10. Confidentiality**

Confidential Information means (a) any and all information disclosed/ furnished by the Company to the Service Provider in tangible or intangible form; as well as (b) any and all information of the Company to which the Service Provider becomes privy to either during the prior discussions and/ or during the Term of the Contract / Agreement and / or after its Term, as the case may be.

The Service Provider undertakes to keep confidential and shall not, without the written consent of the Company hereto, divulge to any third party the Confidential Information. The Service Providers shall protect the Company's Confidential Information by using the same degree of care that it uses with respect to its own confidential information of a similar nature to avoid disclosure, publication or dissemination of such Confidential Information. Notwithstanding the above, the Service Provider may furnish to its Sub-Contractor(s) such documents, data & other information it receives from the Company to the extent required for Sub-Contractor(s) to perform its work under the Contract / Agreement / PO, in which event the Service Provider shall obtain from such Sub-Contractor(s) an undertaking of confidentiality similar to that imposed on the Service Provider under this clause.

Company's remedy for breach of this clause shall include termination of Contract /

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Agreement and/or to seek damages. The provisions of this clause shall survive termination or expiry of the Contract / Agreement / PO.

The obligation of confidentiality shall not apply to any information that:

- (i) is already in the possession of the Service Provider without any obligation of confidentiality at the time the information was received from the Company;
- (ii) is independently developed by the Service Provider without reference to the Confidential Information of the disclosing party;
- (iii) is or becomes publicly available without breach of this Contract / Agreement / PO;
- (iv) is rightfully received by the Service Provider from a third party without an obligation of confidentiality;
- (v) is released for disclosure by the Service Provider with its written consent; or
- (vi) is required to be disclosed in accordance with a judicial or administrative decision, provided that the Service Provider provides prompt information to the Company and reasonably cooperates with the Company to limit the disclosure and use of the applicable information according to the decision.

#### **11. Non-Exclusive Engagement**

The Company hereby grants to the Service Provider a non-exclusive right, on the terms and conditions contained herein, to provide the Services. Nothing herein contained shall prevent or prohibit either Party from entering into an engagement with any other person/firm/company during the Term.

#### **12. Non-Solicitation**

The Service Provider shall not directly or indirectly engage in any competitive business of the Company including, but not limited to: (i) engaging in a business as owner, partner or agent; (ii) becoming an employee of any third party that is engaged in such business; (iii) becoming interested directly or indirectly in any such business; or (iv) soliciting any customer of the Company for the benefit of a third party that is engaged in the same business as that of the Company.

The Service Provider shall not directly or indirectly solicit business from, or attempt to sell, licence or provide the same or similar products or services as are now provided to the Company for any customer or client of the Company, nor shall use the Company's demographic and confidential information to solicit and provide quotes and/ or transfer business to any competing entity. Further, the Service Provider shall refrain from soliciting any of the associates, employees or employees of the associates of the Company which adversely affects the business of the Company.

#### **13. Health & Safety Policy**

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The H&S Policy of the Company relating to safety measures and occupational health to be observed by the Service Provider and its employees / workers / agents / representatives during the Term is provided on Buyer's website. The Service Provider shall regularly provide necessary training on safety to all his/their/its employees / workers / agents / representatives engaged for performing the Services covered under this Contract / Agreement. The Company will extend all support and assistance in this regard. In case of violations of any safety policies of the Company in any manner, the Company may take such measures including, but not confined to, imposing penalty as the Company considers appropriate depending upon the nature of violation. This is without prejudice to all other rights of the Company legally available including the termination of this Contract / Agreement with immediate effect.

#### **14. Ethical View Reporting Policy and Anti-Bribery & Corruption Directives (ABC Directive) of the Company**

The Service Provider is aware that the Company has instituted a whistle blower policy viz. Ethical View Reporting Policy (EVRP) and an Anti-Bribery & Corruption Directives (ABCD), which is a part of the corporate governance initiated by the Company to promote the highest standards of professionalism, honesty, integrity and ethical behaviour within the organisation. The Service Provider must comply with the ABCD and avoid all forms of corruption. The Service Provider shall not offer or provide, either directly or indirectly or request, agree to receive or accept any undue pecuniary or other advantage for the purpose of obtaining, retaining, directing or securing any commercial, contractual, regulatory or personal advantage. The Service Provider shall not offer or accept, either directly or indirectly, kickbacks, bribes or payoffs in cash or any other form. It does not matter that a prohibited payment may be demanded by a public or private official- the prohibited payment still may not be made. Any incident of such a claim being made on the Service Provider with regard to the business with the Company or hoping to do so must be reported to the compliance officer or legal counsel of the Company at the earliest. The Service Provider declares that it has not paid or agreed to pay any favour either in cash or kind to any of the officials of the Company either directly or indirectly to secure this Contract / Agreement and further undertake(s) to promptly inform the Company if any such demand is made in the future by any officials either directly or indirectly. The Service Provider is also aware that if it is found to have indulged in any fraudulent, unfair or unethical practice, the Service Provider shall be liable for such action at the sole discretion of the Company, including termination of this Contract / Agreement by concurrent notice and the decision of the Company in this regard shall be final and binding on the Service Provider. Notwithstanding this, the Company also reserves its right to take legal action at its sole discretion under the prevailing laws of the country as well as other provisions of this Contract / Agreement.

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The Company's ABC Directives as in Annexure hereafter are applicable to the Parties herein.

## 15. Termination

(1) The Parties shall have the option to terminate this PO/Contract/Agreement with immediate effect, under any of the following circumstances:

(a) if the Parties terminate this Contract / Agreement for reasons to be recorded in writing;

(b) in the event of any breach of this Agreement /Contract by either of the Parties the other Party may send a written notice to the defaulting party to remedy such breach and in case it is not remedied within the notice period then the aggrieved Party shall have the option to terminate this Contract / Agreement with immediate effect.;

(c) if the Service Provider goes into insolvency or liquidation or dissolution, either compulsory or voluntary, or if a receiver is appointed in respect of the whole or any part of the Service Provider's assets or if the Service Provider makes an assignment for the benefit of or composition with its creditors generally or threaten to do any of the above or any decree is passed or execution is levied against the Service Provider;

(d) if the Service Provider or any of the partner(s)/director(s) commit(s) any criminal offence involving moral turpitude;

(e) if the Service Provider commits any breach or misconduct or the Company suffers any loss due to negligence on part of the Service Provider, his/their/its employees / workers / agents / representatives or his/their/its performance is unsatisfactory or found to be inefficient even after the notice of 30 days regarding such unsatisfactory or inefficient performance;

(f) if the Company is, for any reason whatsoever, prevented or prohibited from conducting business with the Service Provider or by virtue of any law from continuing to give effect to this Contract / Agreement ;

(g) if the Service Provider has wilfully disregarded any reasonable or lawful instruction of the Company under this Contract / Agreement;

(h) If the Service provider is found to have obtained, by questionable means, copies of any document or information from any employee of the Company;

(i) If the Service Provider submits any fake or false information, documents or certificate for getting the Contract / Agreement;

(j) if the Service Provider or his/their/its employees / workers / agents / representatives fails to observe the Safety (H&S) Policy of the Company;

(k) if the Service Provider fails to comply with any statutory requirements that may be applicable to him/them/it from time to time; or

(1) if the Service Provider indulges in malpractices such as bribery, corruption, fraud, etc.

(2) This Contract / Agreement can also be terminated with 1 (One) months' prior written notice by either side without assigning any reason therefore.

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(3) On termination of this Contract / Agreement, the Service Provider:

(i) shall not deal or represent or hold out as the Service Provider of the Company from the date of termination;

(ii) shall render true accounts and pay to the Company forthwith all amounts due or owing by him/them/it to the Company, if any, and in default shall be liable to pay interest @ 18% p.a. on all the sums payable from the date of termination till actual receipt;

(iii) shall return to the Company forthwith all goods, records, articles, things and other properties of the Company lying with the Service Provider and render proper accounts for the same;

(iv) shall clear all his/their/its liability as per law/contract pertaining to salary/wages payable to his/their/its employees/workers and to clear all other liabilities of whatsoever nature;

(v) shall clear the working area as per instruction of the officers of the Company and take Clearance Certificate from concerned Officer. The Clearance Certificate shall be submitted along with invoices for clearance of due amount. It is clearly agreed and understood that unless and until the Clearance Certificate is submitted, the Service Provider's invoices shall not be processed for payment;

(vi) shall peacefully vacate the premises of the Company along with all his/their/its belongings, tools, tackles, if any, employees / workers / agents / representatives, etc.

(4) The termination of this Contract / Agreement, however, shall not absolve either party from any liability, which the party may have to the other under this Contract / Agreement prior to termination.

(5) The Company, on termination/cancellation of this Contract / Agreement, will refund the Security Deposit by cheque along with interest, if any, to the Service Provider after adjusting all dues receivable from them by the Company. If the Service Provider does not accept the termination letter and/or realise the refund of Security Deposit, sent by the Company, the Company is not liable or responsible to pay any interest on the unclaimed Security Deposit for any reasons whatsoever from the date of termination. Further, in the event of not collecting or realising the Security Deposit within 3 (three) months from the date of termination or during the validity period of the cheque, the right on the same will be presumed to have been waived in favour of the Company and accordingly the same shall stand forfeited without any further notice or obligations on the part of the Company. If, however, the Security Deposit and the interest, if any, thereon are not sufficient to cover the dues of the Company, the Service Provider

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shall make the payment forthwith to the Company without any demand for the same. In case of default, the Company is at liberty to recover the same from the Service Provider with interest @ 18% p.a. from the date of termination till the date of payment.

(6) It is clearly agreed and understood that any breach of the term of this Contract / Agreement by the Service Provider or misappropriation of the Company's property shall be deemed as an act of criminal breach of trust committed by the Service Provider within the meaning of sections 408 and 409 of the Indian Penal Code and any of the cognate sections of the Indian Penal Code. Such acts shall also clearly mean acts of dishonesty and misappropriation of Company's property for wrongful gain.

#### **16. No Waiver**

The failure of either Party to insist upon strict performance of any of the provisions/conditions of this Contract / Agreement shall not be deemed to be a waiver of any subsequent breach of or default in such terms or conditions.

#### **17. Severability**

Should any provision of this Contract / Agreement be held to be invalid or unenforceable, it shall be given no effect and shall be deemed not to be included in this Contract / Agreement but without invalidating any of the remaining provisions of this Contract / Agreement. However, efforts may be made to substitute the invalid clause by a new clause which will legally valid, in line with the intent of this Contract / Agreement.

#### **18. Force Majeure**

Force Majeure means any unforeseen event or circumstance that is beyond the reasonable control of either Party, which event cannot by exercise of reasonable diligence be prevented or caused to be prevented, and which adversely affects such Party's performance of its duties and obligations or enjoyment of its rights under this Contract / Agreement. In the event either Party is rendered unable to perform its obligation under this Contract / Agreement by Force Majeure conditions, i.e. war, civil commotion, major fire, major explosions, natural calamities, epidemic, pandemics and acts of God, then the Contract / Agreement shall remain suspended for such duration till such inability lasts. The affected Party shall give a notice in writing with documentary proof within 2 days from the date of occurrence of the force majeure condition indicating the cause of force majeure condition and the period for which the force majeure condition is likely to subsist. During the suspension of the Services, as stated hereinabove, the Company shall not be liable to pay any amount to the Service Provider. If the Force Majeure continues for a period beyond 1 (one) month, then the Parties hereto are at liberty to terminate this Contract / Agreement.

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**19. Notice**

Any notice required to be given by the Parties to each other shall be deemed to have been sufficiently served if sent to the addresses of the Parties as mentioned in the PO either by hand delivery with acknowledgement or by registered post/speed post with acknowledgement due.

**20. Assignment and Sub-Contracting**

The rights and obligations of the Service Provider under this Contract / Agreement shall not be transferred or assigned in favour of any third party including a sub-contractor without the prior written consent of the Company. The Service Provider understands that, even in the event of written consent by the Company to assign this Contract / Agreement in favour of a third party, or engaging of a sub-contractor to perform the Contract / Agreement either fully or partially, such consent shall not dilute the liabilities and obligations of the Service Provider subject to the terms of this PO/Contract / Agreement. Such third Party shall be bound by the terms of this Contract / Agreement and the Service Provider shall ensure the same. The Company shall not have any privity of contract with the Service Provider's subcontractors. Further, in case of assignment the Service Provider shall duly secure the performance of obligations by the assignee by executing the required documents in this regard. Notwithstanding anything contained in this Contract / Agreement in case of amalgamation, merger, etc. of the Company with any other entity, the resulting entity shall have the option either to get this Contract/ Agreement assigned to it and continue the transaction or discontinue this Contract/ Agreement. The Service Provider shall be given a notice of 30 days in advance about such event. In such an event, the Parties shall execute the required documentation appropriate for the aforesaid events.

**21. Liquidated Damages**

Liquidated damages payable on account of delay / deficiency in provision of the Services, if applicable, shall be subject to the terms of the PO. Any delay to claim such liquidated damages by the Company, shall not amount to waiver of any of the rights of the Company to claim liquidated damages, under this Contract / Agreement.

**22. Amendment**

Any additions, deletions or modifications to this Contract / Agreement will be binding on both the Parties, provided the same are reduced into writing and agreed to by both the Parties.

**23. Arbitration, Governing Laws & Jurisdiction**

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(i) Any disputes, differences and doubts whatsoever which may arise between the Parties hereto shall be resolved amicably within 30 days, failing which, the same shall be referred to arbitration of a sole arbitrator to be appointed by the Company, whose decision and award shall be final and binding on both the Parties. In case the Parties have a difference of opinion in finalizing the sole arbitrator then they can approach the appropriate Court in Mumbai to get such sole arbitrator appointed. Such arbitrator shall have the power to make interim award/s, have summary powers, as well as power to make award without giving reasons. The arbitration will be held at Mumbai and will be conducted in English language in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification(s) or re-enactment thereof for the time being in force. The cost of arbitration will be borne by the Parties hereto equally.

(ii) This Contract / Agreement shall be governed by Indian laws and subject to this clause on Arbitration 23 (i), courts at Mumbai shall have exclusive jurisdiction in case execution of the Arbitral Awards or in case of injunctive relief or in case of appeal against Arbitral awards passed subject to the said clause on Arbitration.

#### **24. Supplier Code of Conduct**

The Company is committed to meeting high social, environmental, and Health & Safety standards and expects its suppliers and service providers to do likewise. We prefer to work with the suppliers who integrate environmental and social considerations into their procurement process and have similar sustainable procurement guidelines for their own downstream suppliers (at tier 1, tier 2... etc. level). Suppliers and service providers must comply with local and national laws and regulations. Furthermore, the Company also expects its suppliers and service providers to adhere to the required standards in compliance related to the following heads as detailed in its Supplier Code of Conduct in PO and at Buyer's website.

- " Health and Safety (H&S)
- " Working Conditions
- " Freedom of Association and Non-retaliation
- " Forced Labour
- " Child Labour
- " Non-discrimination
- " Environmental Regulatory Compliance
- " Management of Environmental Impacts
- " Bribery and Corruption

The term "Supplier" as used in this Contract / Agreement / PO and its schedules/annexures shall mean and include the Service Provider.

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**25. Further Understanding**

(i) The Service Provider shall engage sufficient number of competent persons to efficiently perform the services covered under this Contract / Agreement. In case of any deficiency in services including but not limited to insufficient deployment of the Service Provider's personnel to provide the Services, such amount as considered reasonable will be deducted from the bills of the Service Provider at the sole discretion of the Company and the Service Provider shall not have any objection to the same.

(ii) The Service Provider shall employ, deal with and control his/their/its employees/workers on such terms and conditions as he may deem fit including payment of minimum wages and the Company shall in no way be concerned with the same. The Service Provider shall have sole administrative and disciplinary control over his employees/ workers, including that of appointment, disciplinary action and termination, and the Company shall have no right to either supervise or control or deal with or interfere with their work or have any say in their service conditions. The Service Provider shall appoint supervisor(s) to supervise the work of his/their/its employees/workers and shall ensure that they work in a safe manner so as to prevent accident or injury to them and others. The Company shall not be responsible for any injury or death to employees/workers engaged by the Service Provider.

(iii) The Service Provider shall not employ any worker below the age of 18 years.

(iv) The Service Provider shall ensure that all employees/workers engaged should be of sound health and free from any contagious/communicable diseases. The Service Provider shall do periodical health check -p of all his/their/its employees/workers from the qualified medical practitioner and shall keep record of the same for verification as and when demanded by the Company.

(v) Entering the Company's premises under the influence of alcohol or drugs and/or consumption/drinking of alcohol, drugs and smoking in the Company's premises is strictly prohibited. The Service Provider and all his/their/its employees/workers/ agent/ representatives shall strictly comply with the same.

(vi) The Service Provider shall keep and maintain the necessary records in the prescribed form such as Attendance Register, Wages Register, Leave Register, Register of Fines / Dues / Advance, Inspection Book and shall produce the same for verification as and when required by the Company or by any statutory authority. The Service Provider shall also keep and maintain proper details/particulars of each person employed from time to time and shall produce the same for verification as and when demanded by the Company.

(vii) The Service Provider shall be liable for proper implementation and compliance of all the statutory provisions of labour laws applicable to Service

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FOR Ambuja Cements Limited



For SHUBHAM ENGINEERING

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Provider and Service Provider's Personnel/workmen viz. Minimum Wages Act, Employees State Insurance Act(if applicable), Employees Provident Fund & Miscellaneous Provisions Act, Payment of Bonus Act, Labour Welfare Fund Act, Workmen's Compensation Act, Payment of Wages Act, Contract Labour (Regulation and Abolition) Act, Payment of Gratuity Act etc., if applicable and shall maintain all statutory records required under these statutes.

(viii) The Service Provider shall cover all his/their/its employees/workers under Group Insurance Policy/ Workmen Compensation policy and keep the said policy valid during the Term.

(ix) The Service Provider and his/their/its employees / workers / agents / representatives shall not cause any damage to the properties of the Company. In case of any damages, the same shall be recovered from the bills of the Service Provider.

(x) The Service Provider and his/their/its employees / workers / agents / representatives shall always maintain the decorum and behave in a disciplined manner without creating any nuisance/annoyance and observe all the rules and regulations, Safety Policy relating to safety measures of the Company. The Service Provider shall regularly provide necessary training on safety and first aid to all his/their/its employees / workers / agents / representatives engaged for performing the Services.

(xi) If any employee/worker engaged by the Service Provider is found to be involved in any act/s of misconduct, the Service Provider shall immediately remove him from the Company's premises.

(xii) The Service Provider shall take necessary permission from the authorised officer of the Company for taking out or bringing in any of the items, outside/inside the Company's premises.

(xiii) This Contract / Agreement gives the Service Provider a mere permission for ingress into and egress out of the premises for rendering the Services covered under this Contract / Agreement.

(xiv) The Service Provider shall maintain registers and records for various items/materials, if any, provided by the Company from time to time and render due account for the same as and when required by the Company.

(xv) The Service Provider shall be solely responsible for taking care of all his/their/its properties and properties of his/their/its employees / workers / agents / representatives. The Company shall not be responsible for any theft, loss, damage or destruction of the same.

(xvi) The Service Provider shall take necessary care for handling the various

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items/ materials provided by the Company. In case of any loss or theft, or breakage to any of item/thing provided by the Company, such amount as considered reasonable will be recovered or deducted from the bills of the Service Provider at Company's sole discretion.

(xvii) The Service Provider hereby acknowledges that prior to the execution and delivery of this Contract / Agreement, the Service Provider has carefully read and understood the terms and conditions contained in this Contract / Agreement under legal advice, and not relied upon any statement, representation or warranty made by the Company and /or any of its representatives,.

**26. Counterparts:**

This Contract / Agreement may be executed in two or more counter parts each of which when so executed will be deemed an original and such counter parts together shall constitute one and the same instrument.

**27. Privacy Clause:**

The Service Provider confirms that it is aware of the Privacy policy of the Buyer which can be retrieved from Buyer's website. The Service Provider hereby gives its consent for procurement, use, storage and disposal of personal and sensitive data, as defined in the Privacy Policy, by the Buyer in the manner provided in the Privacy Policy.

The Service Provider further undertakes to get similar consent from its employees, representatives, agents, sub-contractors(s) (and its employees) and/or any other person (collectively referred to as "interested parties") who may be involved in or working for the execution and performance of the Service Provider's obligations under this contract allowing the Buyer to procure, use, store, and dispose, personal and sensitive data as per the Privacy Policy. The Service Provider agrees to indemnify the Buyer for any claim raised by any interested parties which has resulted from failure of the Service Provider to obtain consent from the interested parties.

The Service Provider further agrees and undertakes to follow same standard of privacy, if not more, to protect all private and sensitive data/information, shared by the Buyer to the Service Provider.

**28. Entire Agreement:**

These terms and condition under the PO, forms an integral part of the PO, along with the annexures and schedules and/or any other technical and other documentations, in connection with the services, will together constitute the entire agreement between the Parties herein and contains all the terms and conditions agreed between the Parties on the subject matter hereof. Any conflict

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between the terms and conditions of this PO or any related agreement executed between the Parties, then the terms and conditions of the said agreement shall supersede the terms and conditions of this PO.

**29. Acceptance:**

The terms and conditions of this Contract / Agreement have been explained and discussed in detail with the Service Provider. Further, the Service Provider hereby acknowledges that prior to the execution and delivery of this Contract / Agreement, the Service Provider has carefully read and understood the terms & conditions contained in this Contract / Agreement under legal advice and not relied upon any statement, representation or warranty made by the Company and /or any of its representatives, employees or agents other than as expressly set forth in this Contract / Agreement.

The Company is sending this Contract / Agreement in duplicate to the Service Provider. Service Provider shall communicate to the Company acceptance of this Contract / Agreement and return one copy of same duly signed in token of Service Provider's having accepted the Contract / Agreement & its terms and conditions within 7days. It will be deemed by the Company that this Contract / Agreement has been accepted by Service Provider in the event of their receiving no communication to the contrary within the stipulated period.

**30. Environmental Protection:**

30.1 Without prejudice to the warranties, representations and covenants on the part of either Party in this Agreement, each Party represents to the other that the representing Party currently possesses, and shall at all times during the term of this Agreement possess all permits, licenses and consents which are required pursuant to all national, provincial and local applicable laws, regulations and other requirements of governmental bodies relating to pollution or protection of the environment, including without limitation laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants or hazardous or toxic materials or wastes or petroleum products, as defined in all applicable national, provincial and local laws, regulations or other requirements, into ambient air, surface water, ground water or lands, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or hazardous or toxic material or wastes (collectively, "Environmental Laws").

30.2 Each Party represents to the other Party that it is now, and shall at all times during the term of this Agreement be in full compliance with all terms and conditions of any required permits, licenses and consents, and in full compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in Environmental Laws or contained in any regulation, code, plan, decree, judgment, notice or

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demand letter issued, entered, promulgated or approved there under.

30.3 Each Party shall take actions to protect the environment and prevent environmental pollution. Waste shall be properly processed in compliance with relevant Environmental Laws and each Party shall be responsible for complying with such Environmental Laws and shall fully indemnify the other Party with respect to any claim, liability or obligation arising with respect thereto.

**Annexure**  
**ANTI-BRIBERY AND CORRUPTION DIRECTIVES**

**1. Prohibition of Corrupt Payments**

SERVICE PROVIDER affirms that it has not and agrees that it will not (in connection with the Services it will provide under this Contract or in connection with any other business involving the Company make, offer, promise, agree to make or authorize any payment or transfer of anything of value, directly or indirectly to: (i) any Government Official (defined hereunder); (ii) any political party, party official or candidate; (iii) any person while knowing or having reason to know that all or a portion of the value will be offered, given or promised, directly or indirectly, to anyone described in items (i) or (ii) above; (iv) any owner, director, employee, representative or agent of any actual or potential customer of the Company; (v) any director, employee, representative or agent of Company or any of its affiliates; or (vi) any other person or entity if such payment or transfer would violate the laws of the country in which it is made or the FCPA or the laws of any other relevant jurisdiction as applicable. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage.

**2. Anti-Corruption Policy**

SERVICE PROVIDER acknowledges that it has been provided with a copy of Company's Anti-Bribery and Corruption Directive (This Clause itself is the ABC Directive), confirms its understanding of the directives established by that document, and agrees to comply with that policy in connection with its work for Company.

**3. Audit Rights**

Company shall be allowed reasonable access to SERVICE PROVIDER's books, records and other documentation related to this Contract or SERVICE PROVIDER's transaction with Company and shall have the right to audit SERVICE PROVIDER on a periodic basis.

**4. Cooperation on Disputes**

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SERVICE PROVIDER shall cooperate with Company in regard to any inquiry, dispute or controversy related to a suspected or alleged violation of the Foreign Corruption Practices Act (FCPA), if applicable, Anti Bribery & Corruption Directive (ABCD) and all the applicable related statutory compliances in which Company may become involved and of which SERVICE PROVIDER may have knowledge. Such cooperation shall include disclosure of relevant documents and financial information, and interviews of SERVICE PROVIDER's personnel. Such obligation shall continue after the expiration or termination of this Contract.

#### **5. Use of Third Parties (Sub-Contractor)**

SERVICE PROVIDER shall not use any other party, individual or entity to provide any part of the Services, SERVICE PROVIDER is required to provide under this Contract, without the express prior written approval of Company.

SERVICE PROVIDER hereby affirms that it shall obtain an assurance from each of such Sub Contractors that he/it will comply with all the applicable statutory compliances, FCPA, if applicable, Company's Code of Conduct and the ABCD, and will take no action that might cause Company to be in violation of such laws and policies. All contracts/agreements between SERVICE PROVIDER and Third Parties will be subject to review by Company. Any subcontracting third party is subject to due diligence under Company's due diligence procedures before being approved.

Notwithstanding whatever is contained herein Company shall not have privity with such Sub-Contractor(s) and shall not in any way be responsible to such Sub Contractor(s) or their activities.

#### **6. Termination in case of violation**

Notwithstanding any other provision of this Contract, this Contract shall terminate immediately and without notice, for cause, and shall become null and void, without effect or further liability or obligation on the part of Company, upon the occurrence of any of the following circumstances:

1. Violation of Law: This Contract, the relationship created hereby or the performance of any service by SERVICE PROVIDER hereunder is determined by Company or by a competent authority of the United States or India to be in violation of or contrary to the FCPA, if applicable, or any law, decree, rule, order, regulation or prohibition of India;

2. Corrupt Payments: SERVICE PROVIDER's representations, warranties, and covenants in connection with the ABCD are inaccurate or misleading, or have been breached, or Company learns of circumstances that give it reason to believe that such representations, warranties and covenants are or may be inaccurate, misleading, or breached. In any such case no further amounts shall be due to SERVICE PROVIDER pursuant to this Contract; SERVICE PROVIDER shall not be entitled to receive, and hereby waives rights to, any termination payment or compensation of any kind because of termination or nonrenewal of this Contract,

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and SERVICE PROVIDER agrees that any enhancements in the value of SERVICE PROVIDER's goodwill as a result of its relationship with Company will inure to the benefit of Company.

#### **7. Annual Certification and Agreement to Report Violations**

Service Provider agrees that it will, at the request of Company, and at least annually, certify in the below provided format (Format Of Annual Certification As Per The Anti-Bribery And Corruption Directive Of the Company) a that it has not, and to its knowledge no other person, including but not limited to every owner, director, employee, representative and agent of Service Provider has made, offered to make, agreed to make, or authorized any payment, loan, donation or gift of money or anything else of value, directly or indirectly, to or for the benefit of any Government Official, political party, party official or candidate, in order to obtain or retain business, or secure any improper advantage. Service Provider further agrees that, if it should learn of information regarding any such actual or suspected payment or offer in connection with Company's business, Service Provider will immediately contact us at email:- [acl@ethicalview.com](mailto:acl@ethicalview.com) / [acc@ethicalview.com](mailto:acc@ethicalview.com) or toll free helpline 1800 209 1005 for ACL & 1800 209 2008 for ACC or Online: [www.integrity.lafargeholcim.com](http://www.integrity.lafargeholcim.com), Fax +91 (22) 66459796 for ACL and +91 (22) 66459575 for ACC or post box no. 25(for ACL) & post box no. 137 (for ACC), HO Pune - 411001 of such knowledge or suspicion.

#### **8. Definition - Government Official**

"Government Official" means any officer or employee of any government or any department, agency or instrumentality thereof, or of any government-owned or government-controlled corporation or any public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality, corporation or a public international organization.

#### **FORMAT OF ANNUAL CERTIFICATION AS PER THE ANTI-BRIBERY AND CORRUPTION DIRECTIVE OF Ambuja Cement LIMITED**

The undersigned hereby acknowledges:

" The Company has established and implemented the Anti-Bribery and Corruption Directive, together with internal controls reasonably designed to achieve compliance with the applicable laws;

" The undersigned has received, read, and understands the Company's ABC Directive;

" The undersigned agrees, unconditionally, to comply with all the terms and conditions of the Company's ABC Directive and with the laws and regulations of the country in which the undersigned operates; and

" The undersigned understands that violation of the Company's ABC Directive may result in termination of the undersigned's business relationship with the Company

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and potential criminal prosecution.

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