

VENDOR DETAILS

SERVICE ORDER 3600004768 DATE 04.07.2024

Vendor Code : 103468
CLARITUS MANAGEMENT CONSULTING PVT : (MSME)
A 27 C,SECTOR 16,NOIDA,GAUTAM
UTTAR PRADESH,201301
201301

YOUR QUOTATION NO & DATE

REQUIRED FOR : JAMSHEDPUR

DEPT : Pur. grp for IT

SL NO	HSN/SAC Code	ITEM DESCRIPTION	QUANTITY	UOM	RATE (in INR.)	AMOUNT Rs.
10		Microsoft Email Services Microsoft 365 Business Standard License 30 License				234,500.00
10	998319	E-MAIL SERVICES FOR BUSINESS	35.000	NOS	6,700.00	234,500.00
ITEM TOTAL						234,500.00

TOTAL VALUE (INR.) : 234,500.00

INCOTERMS : FH-FOR AT JAMIPOL, JAMSHEDPUR

PAYMENT TERMS : J-Ven100% pmnt within 6 dys rcpt of dsptch docs.)

DELIVERY DATE: 07.07.2024

Validity Start Date : 04.07.2024-- Validity End Date : 31.03.2025

HEADER TEXT :

1. The above rate is basic rate and GST will be payable extra as applicable
2. This service order is for renewal of Micosoft 365 Business Standard License
3. Payment terms: Within 7 days on receipt of renewal and submission of invoice
4. Actual requirement is 30 Nos License and 5 Nos are kept for future requirement within the period on pro-rata basis

General Terms & Conditions: -

1. Order acceptance to be sent within 7 days of receipt, else we will consider you have accepted the order in totality.
2. Anti-profiteering clause: Sec. 171 of CGST/SGST Act contains provisions related to anti-profiteering. On the basis of same on introduction of GST, the vendor should pass on the tax benefit/savings, if any, on account of tax credits or lowering of tax rates to us by way of adjustment in the contract price. Non-compliance of the same may lead to levy of penalty by Government. Any increase in tax cost due to change in the rates of tax shall be reimbursed by us.
3. All Invoice should include the name of the state with the code in which the service/material is rendered/received along with SAC code/HSN code.
4. Clause requiring the retention of GST component on supplies received till the corresponding credit has become available in the electronic credit ledger to Jamipol Limited.
5. The vendor continuously maintains a high GST Compliance Rating Score (to be intimated through a separate mail) as per the GST Law. We reserve the right to terminate this Agreement/P.O./W.O. if the vendor fails to achieve/maintain an appropriate GST Compliance Rating Score.
6. Before raising GST Invoices post appointed date, vendor shall coordinate with us especially in case of services with respect to address and GSTIN number on which such Invoices has to be raised.
7. Clause requiring the vendor/service provider to indemnify M/s Jamipol Limited in case of mismatch of credit in GST return.
8. The packing must be robust to take care of rough handling during the transit. Packing list must be enclosed along with dispatch documents and a copy of the packing list must be put inside the box.
9. Penal clause: If any amount of credit, refund or any other benefit is denied or delayed to us or any penal charge or interest is imposed on the us due to any non-compliance by the vendor (including but not limited to the failure to upload or incorrect disclosure of details on the GSTIN portal or delay/failure to deposit tax within due dates or due to non-furnishing or furnishing of incorrect/incomplete documents by the vendor, wrong determination of nature of supply), the vendor shall be liable to reimburse the loss which accrues to us on the aforesaid account. Alternatively, we shall be entitled to withhold the payment of all the subsequent bills issued by the vendor and recover such loss from any outstanding payment.

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10. Issuing Invoices/Debit Notes/Revised Invoices/Credit Notes as per the prescribed format, containing all the information as is required for us to avail Input Tax Credit.
11. The supplied item must be well identified with the PO No, vendor name; DC/Invoice No and Lorry receipt No (LR No).
12. Immediately after the dispatch, a copy of the documents to be sent to JAMIPOL/Bank depending on the terms of payment. Dispatch documents will comprise of
 - a) Invoice/Bill copies- 2 Sets
 - b) Transporter copy of Invoice (along with delivery)
 - c) Delivery Challan
 - d) Consignment Note/Lorry receipt
 - e) Inspection report/Test certificate (where ever applicable)
 - f) Packing list.
 - g) Guarantee certificate/warranty certificate
13. Delivery Terms- Ordered item shall be delivered as per the stipulated schedule mentioned in the purchase order. If the ordered item is not delivered, the vendor is liable for penalty as per the PO terms.
14. In case if the ordered item is rejected during the incoming inspection due to noncompliance of the drawing/specification or if the item fails during the functional test, JAMIPOL have the right to reject the item and the reason of the rejection will be communicated. The vendor needs to take immediate action of withdrawing the material for rectification or for replacement within 7 days from the date of communication.
15. Vendor shall maintain the strict confidentiality of information related to JAMIPOL at all the time.
16. Force Majeure: We will not be in any way be liable for non-performance either in whole or in part or for any delay in performance thereof in consequence any act of God, strike, lock out, shortage of labour shortage of power, non-availability of essential materials, failure on the part of road transport carrier to supply sufficient trucks to carry essential raw materials to and products from the works, failure on part of any other company or person to deliver within time goods or materials purchased by us for fulfilment of the contract, fire, accidental breakdown of machinery, riots, war, civil commotion, insurrection or restrains imposed by the Govt. or Act of legislature or other authority and by reasons of any other cause whatsoever beyond our control
17. Arbitration-In the event of any disagreement /dispute arising in connection with execution of the order which cannot be settled in an amicable manner between the seller and purchaser, the matter shall be referred to arbitration. Such arbitration shall be covered by the by the provisions of the Indian Arbitration act 1948 as amended up to date or any statutory modification or enactment thereof for the time being in force. But all the questions and disputes or differences arising under/out of /in connection with the order shall be subject to exclusive jurisdiction of Jamshedpur.
18. Vendor od services shall be responsible for comply all legal & statuary formalities like PF act, ESI act, payment of bonus act etc.
19. Dispatch- All the materials should be dispatched to our Jamshedpur/Toranagallu works consigned to senior officer/Asst. Manager (Stores).
20. Insurance- Transit Insurance shall be arranged by the vendor in case insurance is agreed to be arranged by JAMIPOL then the same has to be mentioned specifically in the purchase order terms. Under such as eventuality, JAMIPOL shall indicate its insurance policy no. to the vendor which must be mentioned on all the dispatch documents, failing this the vendor will be solely responsible for any loss in this regards.
21. Guarantee/Warranty- The goods shall be guaranteed /warranted by you as per the PO terms as applicable.
22. Governing Conditions-No terms and conditions contained in any letter, quotation, acknowledgement to order or other communication form you shall be considered other than the conditions of the purchase order, unless agreed by JAMIPOL Ltd.,
23. JAMIPOL Ltd, will not entertain any revision in the price. In case of any dispute the decision of JAMIPOL Ltd., will be final.
24. The payment terms are applicable as mentioned in the purchase order.
25. For any notified goods under sales tax to cross the Jharkhand border, please contact JAMIPOL Ltd, for issuance of necessary forms for the sales tax compliance.
26. No child labour will be engaged by the vendor during the execution of the order.
27. This order is governed by the TATA Code of Conduct and all safety and environment norms of JAMIPOL Ltd/Tata Steel Ltd and of also as

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stipulated in the factories act. In case of any ethical issues you are free to contact our ethics councillor Ms. R Santoshi during office hours or email at ethics@jamipol.com.

28. The material shall be weighed at destination and sellers Challan / Invoice weight for each vehicle shall be accepted as final if JAMIPOL weight for that truck is within (-) 0.25% of the sellers Challan / invoice weight. In case JAMIPOL weight is found to be more than the Challan / invoice weight the payment will be restricted to Challan / invoice. In case JAMIPOL weight is found to be less and the difference to the Challan / invoice is found to be more than 0.25% of the Challan / invoice weight, JAMIPOL weight will be final for the purpose of payment.

29. Any item not specifically mentioned in the purchase order, but is required to make up the supply/service complete on all respects for the intended use and within the battery limit of the order shall be deemed to be included in the scope of work of this order.

30. Risk Purchase: Time and quality of supply being the essence of this contract, the vendor shall ensure timely supply of materials of approved quality. In case of delay of 15 days from the supply schedule or poor quality of supply by the vendor, JAMIPOL reserves the right to get the supply done by any other approved vendors/contractor at the risk and cost of the vendor and the vendor shall have no right in this regard.

Contract Management System

Safety clauses applicable to all Contractors/Transporters/Suppliers/Any other kind of service provider to JAMIPOL

1. The prime or main contractor is responsible for the activities of their employees and liable for all acts, errors and omissions of their sub-contractors.
2. The contractor shall visit the site and understand safety hazards and safety measures to be taken while executing jobs as per the scope of work and the actual site conditions before submitting the quotation.
3. The contractor shall undertake full responsibility for safe execution of job at work site and safety of his personnel from the time he enters the gates of JAMIPOL works till the time he leaves the works gates after completion of job. The contractor shall abide by and shall ensure 100% compliance of various statutory rules as well as safety rules and regulations of JAMIPOL being issued by JAMIPOL time to time in this regard. By accepting this work order, the contractor undertakes that he is fully aware of the safety norms and requirement for the job / services to be executed by him and shall take all necessary steps in that regard.
4. The contractor and its employees will put on all prescribed Personal Protective Equipment (such as safety shoes, safety helmet, hand gloves, safety harness, safety goggles, dust mask and any other safety appliances specific to site condition) while working inside the plant and also in its vicinity and such Personal Protective Equipment (PPEs) as well as Tools & tackles and equipment must be as per company's standard and IS/EN approved. These equipment, tools & tackles should be fit to use. Contractor must submit to job executing department copies of all relevant documents of safety equipment inspection & test certificate (e.g. test certificates of chain block, wire rope sling etc.) for acceptance by the executing department. The contractor shall ensure that these necessary safety appliances are being used by his employees and workers working at site, without which the employees and the workers shall not be permitted to work. The cost of the PPEs, Tools & tackles and equipment will be borne by the contractor and the same shall not be recovered from the employee. Sub-standard PPE being used by any contractor's employee will be replaced by JAMIPOL and the cost of such PPE will be recovered from the contractor.
5. Contractor shall not start any job without taking written #Permit to Work# identifying six direction hazards, relevant clearance such as for positive isolation, electrical, confined space etc. from the authorized person of JAMIPOL and carry out job hazard analysis, Standard operating procedure or any other applicable document. Contractors' supervisors must discuss the Job plan and the safe method of work before start of any job with the job executing department and Safety department.
6. Job executing department along with safety department shall brief in details all the safety aspect to the contractor as applicable for safe execution of the job before starting the job.
7. For all high risk jobs, such as working at electrical HT lines, confined space, pressure vessel, working at height etc, Contractor must submit to job executing department copies of all completed relevant documents like standard operating procedure, daily job briefing, safety equipment inspection certificate, tool box meeting records etc.
8. Site safety supervisor will be deputed by the contractor for all high risk jobs as per the requirement of JAMIPOL management who shall (a) be fully responsible for safety of persons (b) ensure safety practices during the execution of the order. The contractor shall engage adequate number

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of Skilled/ Semi Skilled / Unskilled workers and supervisor on the job to execute the work in a safe way. No medically unfit employees shall be engaged. No contractor will appoint contract employees of other contractors without prior approval of the previous contractor and JAMIPOL management. All work shall be executed as per the instruction of the officer of the executing department.

9. JAMIPOL shall have the right, without contacting the contractor, to immediately stop any work that in the opinion of the JAMIPOL employee#, has got fatality or serious consequence. Work will remain stopped until it is made safe and JAMIPOL is not liable to pay any penalty for this. Disciplinary action against the Contractor for safety violation will be guided by JAMIPOL consequence management system and it will be binding to the Contractor and their employees to abide by it.

10. The contractor shall ensure for initial & periodic health check-up of their own & sub-contractor's employees in a frequency mentioned in factory or as per statute and submit the fitness certificate to job executing department as and when demanded.

11. The Contractor and its employees will not touch any other equipment or machine other than the equipment or machine for which clearance is given.

12. Contractor shall not make any changes / alteration to the job plan / equipment, without prior consultation/permission with the executing department. Approved change plan will be documented.

13. The contractor shall maintain the work place in good and clean condition and shall ensure good housekeeping in the area of work.

14. Contractors shall report all incidences, injury cases and near miss cases to concerned JAMIPOL officer and Safety department immediately as and when it has occurred irrespective of severity of incident and without any prejudice.

15. Contractor's safety performance will be periodically evaluated objectively on set parameters to ensure partnership expectations are continually met. Identified deficiencies must be corrected. Safety performance will be considered for all future orders by JAMIPOL management.

16. Consequence management will be applied for violation of safety norms according to JAMIPOL's consequence management procedure for contractors.

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Clause with respect to Anti-bribery in contracts/POs

1. (The Service Provider/Vendor) acknowledges and agrees that it has not, and will not, make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for public office, or employee of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage. (The Service Provider/Vendor) also agrees that it shall not engage in any activity that would expose JAMIPOL to a risk of penalties under the laws and regulations of any relevant jurisdiction, like the Prevention of Corruption Act 1988 and Prevention of Corruption (Amendment) Act 2018 or any applicable local laws, prohibiting improper payments, including but not limited to bribes to officials of any government or private agency.

2. (The Service Provider/Vendor) hereby represents that it has not and shall not itself or through any of its personnel or any other entity, by whatever name called, give or will give or promise to give any money or gift to any employee/official of JAMIPOL to influence their decision regarding this Agreement, nor shall it exert or utilize any unlawful influence through a promise to pay a commission, percentage, brokerage or contingent fee to secure or solicit any extension hereof.

3. (The Service Provider/Vendor) agrees that breach of this clause shall be sufficient ground for JAMIPOL to terminate this Agreement immediately without prejudice to the (The Service Provider/Vendor) liability under applicable laws. Further, breach of this clause shall also be sufficient ground for JAMIPOL to withhold any and all payments, which may be due to the (The Service Provider/Vendor) and for JAMIPOL to initiate appropriate legal actions against the (The Service Provider/Vendor).

For JAMIPOL LIMITED

(Authorised Signatory)
Govind Sharma

JAMIPOL

JAMIPOL LIMITED

CIN: U24111JH1995PLC009020

Namdih Road, Burmamines

JAMSHEDPUR - 831007

Phone : (0657) 2345428 , 2345431 & 6516237 Fax : +(0657) 2345427.

GST NO : 20AAACJ7475R1Z3

PAN NO : AAACJ7475R

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Sr Officer (Procurement)