E-TENDER DOCUMENTS
FOR
PROCUREMENT OF
310,000 METRIC TONNE (MT)

OF NON-TORREFIED BIOMASS PELLETS

(WITH MINIMUM 50% RAW MATERIAL AS CROP RESIDUE OF PADDY STRAW)

"DPU BASIS"
AT ROSA POWER SUPPLY COMPANY LIMITED (RPSCL), SHAHJAHANPUR, UTTAR PRADESH

(A Wholly owned subsidiary of Reliance Power Limited)

NIT No: RPSCL/RPOWER/ NON-TORREFIED BIOMASS PELLETS 26-27 / Dated:03.08.2026

Last Date of Submission: 17/08/2026 up to 23:59:59 Hrs.

INTRODUCTION

A. Background

Rosa Power Supply Company Limited ("**RPSCL**") is a wholly owned subsidiary of Reliance Power Limited and is a generating company as defined in Section 2(28) of the Electricity Act, 2003. RPSCL owns and operates a coal based thermal generating station of 1,200 MW capacity comprising of four units of 300 MW each at Village Chaudhera, Rausar Kothi, District Shahjahanpur, Uttar Pradesh. The project supplies 100% of its power to the State of Uttar Pradesh.

In accordance with Applicable Law, RPSCL is required to procure 310,000 (Three Lakh Ten Thousand) Metric Tonne biomass pellets for cofiring ("**Biomass**") along with coal, for running of the power plant. Accordingly, vide this e-Notice Inviting Tender (*RPSCL/RPOWER/ NON-TORREFIED BIOMASS PELLETS 26-27 / Dated: 03.08.2026*) ("**e-NIT**"), RPSCL invites Technical & Price bids from qualified bidders as per the terms of this e-NIT for supply and delivery of 310,000 metric tonne ("**MT**") of Non-Torrefied Biomass Pellets (FY 2026-27) ("**Tender**"). Tender is available on the Company's website https://www.reliancepower.co.in/web/reliance-power/tenders. All Corrigendums/Amendments/Updates can be accessed on the Company's website. Once selected, the Successful Bidder shall supply the biomass pellets on 'Delivered at Place Unloaded (DPU)' basis at Rosa Power Supply Company Limited Thermal Power Plant, Chaudhera, Rausar Kothi, Hardoi Road, Shahjahanpur, Uttar Pradesh ("**RPSCL**") as per scope of supply and terms & conditions as specified in this e-NIT.

STANDARD CONDITIONS OF TENDER FOR BIDDERS

The Bidders are strictly advised to follow dates and times as indicated hereinbelow or as amended vide subsequent amendments(s)/ corrigendum(s)/ update(s) issued by RPSCL:

1	Start date to download the Tender Documents from portal https://www.reliancepower.co.in/web/reliance-power/tenders	**03/08/2026 from 12:00 Hrs.**
2	Date & Time for submission of queries at RPSCL Email-id rpscl.biomass@reliancegroupindia.com	**07/08/2026 at 18:00 Hrs.**
3	Date & time of Pre-Bid Conference through video conferencing Meeting link: **https://reliancepowerlimitedin.webex.com/reliancepowerlimitedin/j.php?MTID=mfb1fe2460a3a0a6aa2e1697699bbc6e5** Meeting number: **2511 175 2384** Meeting password: **vyHRNPfj739**	**11/08/2026 at 15:30 Hrs.**
4	Last date and time to submit the bids bids at RPSCL's Email-id rpscl.biomass@reliancegroupindia.com	**17/08/2026 till 23:59:59 Hrs.**
5	Date and time of opening the bids	**19/08/2026 at 15:30 Hrs**

Note: Interested agencies/parties may contact at Mobile – 7498078947/ 8855024580, email-rpscl.biomass@reliancegroupindia.com, in case of any assistance.

The date and time shall be binding on all Bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the e-Tender. In case, date specified for the opening of tender happens to be a public holiday, then next business day shall be considered automatically for the same.

1. RPSCL may, at its sole discretion, extend the time and date for the submission of the Bid.

2. The Bidder(s) shall send their Bid to mail ID rpscl.biomass@reliancegroupindia.com

3. If the Bidder fails to submit the bid as per the stipulated date and time, the bid will be considered as '*bid not submitted*' and will not be considered by RPSCL.

4. The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and RPSCL shall be in English language only.

5. RPSCL, at its sole discretion, reserves the right to reject any or all Bids, wholly or partially, and to annul the bidding process without assigning any reasons whatsoever, at any time prior to award of Contract, and in such case no Bidder / intending Bidder shall have any claim arising out of such action.

B. Preparation of Bid

Before submission of the Bid, the Bidder(s) are requested to make themselves fully conversant with the technical specifications, nature of work, terms and conditions of the final contract to be executed between RPSCL and the Successful Bidder etc., so that no ambiguity arises at a later date regarding the works to be carried out.

1. All the costs and expenses incidental to the preparation and submission of tender, discussions, conferences, if any, shall be borne by the Bidders and RPSCL shall bear no liability whatsoever on such costs and expenses.
2. Bids are to be submitted complete in all respect with requisite information, certificates, annexures, etc. as provided in this Tender.
3. The Bid should be free from any ambiguity, cutting or overwriting. The Bidder shall be required to affix its signature and seal on every page of the Bid documents or the bid including all documents shall be digitally certified using Class-III signature The Bid Documents are also to be numbered consecutively; the total number of pages should be mentioned in the upper right corner of the front page of each part.
4. Bids submitted by corporations/companies must be affixed with the seal of the corporation/company and signed by the President/ Chairman/Managing Director/ Director/ Secretary/ or any other person authorized to submit the Bid on behalf of the corporation/company via a board resolution.
5. Bidders are requested to adhere to all the terms and conditions of the Tender. The Bid shall be submitted only in the prescribed format. Bid not in conformity with any clause of this tender document, is liable for rejection. Any clarification can be sought by the Bidders before pre-bid meeting only through email i.e. rpscl.biomass@reliancegroupindia.com **on or before 07/08/2026 18:00 Hrs**. No correspondence on this account will be entertained once the Bid is submitted by the Bidder.

6. In case it is found that the Bidder has submitted more than one bid, either through itself or through its parent company/affiliate/ group companies to this Tender, then all such Bids submitted shall be treated as non-responsive and rejected.
7. The bidder must ensure that they have thoroughly reviewed and understood all documents, including the **Scope of Supply**, **General Conditions of Contract (GCC)**, **Special conditions of Contract** (SCC), **Supplier Code of Conduct**, and all applicable **Annexures**, before proceeding with the bid submission.

C. Pre-Bid Conference

1. To clarify any issues regarding the Tender Documents and the provisions contained therein, including the Special Terms and Conditions of the Contract, a Pre-Bid Conference is scheduled to be held on 11/08/2026 at 15:30 Hrs through Video Conferencing. All prospective Bidders may attend the conference.
2. The Bidders are requested to submit queries by e-mail only (rpscl.biomass@reliancegroupindia.com) latest by 07/08/2026 at 18:00 Hrs.
3. Any modification in the Tender Documents which may become necessary as a result of the pre-bid conference shall be made by RPSCL exclusively by issuing clarification / amendment to the Tender Documents on the e-Procurement Portal and not through the record notes of the pre-bid meeting.
4. No expenses incurred by prospective Bidder(s) on account of attending the pre-bid conference shall be paid by RPSCL.
5. The Bidder cannot raise any additional query after the pre-bid conference.

D. Submission of Bid

The bid documents must be sent on mail ID rpscl.biomass@reliancegroupindia.com

1. Technical Bid

i) The Bidder(s) is required to meet the technical specifications of Biomass Pellets mentioned in PART-1 document.

ii) Technical Bid /offer for supply and delivery of 310,000 MT Biomass Pellets (Mandatory to use a minimum of 50% of the raw material in Biomass Pellets as stubble/ straw/ crop residue of rice paddy sourced exclusively from the NCR and Adjoining Areas) for co-firing with coal on '**DPU**' basis at RPSCL.

iii) Technical Bid should be submitted in **annexure-3 with annexure-4.**

iv) Certificate regarding no deviations (*format of certificate as per **Annexure 6** of this Tender*).

v) Default mode of transport is covered truck with hydraulic tippler along with waterproof arrangement such as tarpoline etc. to prevent material from rain, moisture, sunlight and dust aspects. Declaration to be submitted with technical bid - **Annexure-5.**

2. Price Bid

Vide the Ministry of Power's ("**MoP**") letter dated, 03.10.2024 bearing reference number F. No. 11/86/2017-Th.II (C.No 238797), the MoP has fixed the benchmark prices for non-torrefied biomass pellets in NCR at Rs. 2.32/ 1000 kcal excluding GST and transportation cost at the pellet manufacturing plant. In view of the same, for the purpose of this tender, the Bidder shall consider the current benchmark price of

Rs.2.32/ 1000 Kcal excluding GST and transportation. The Bidder shall ensure that the price quoted for non-torrefied biomass pellets (excluding the transportation cost and GST), shall not exceed the benchmarked price as set by MoP. Bids priced above benchmark price of non-torrefied biomass, shall be considered as non-responsive and and be liable to be rejected.

Illustration of price changes vis-à-vis the revised benchmark price

Quantity of Agro-residue based Biomass pellets offered (in MT) (paddy straw content should be minimum@50%)	**GCV on ARB basis (in kcal/kg)**	**Rate quoted for biomass pellets (To be capped as per Benchmarking Price of MoP) (**exclusive GST) in ₹/1000 Kcal**	**Cost of Transportation, Handling and Unloading at RPSCL End (**exclusive GST) in ₹/1000 Kcal**	**Landed cost of Biomass pellets at RPSCL = Cost of pellets (in ₹/1000 Kcal) + Transportation, Handling and Unloading at RPSCL End Cost (in ₹/1000 Kcal) (**exclusive of GST) in ₹/1000 Kcal**	**Scenarios** Current BM price (₹2.32/1000 Kcals)	**Acceptable Landed Cost** (₹2.32/1000 Kcals)
Case 1						
50,000	3200	2.10	0.25	2.35	Quoted price less then BM price (₹2.32/1000 Kcals)	2.35
Case 2						
50,000	3200	2.32	0.25	2.57	Quoted Price **at** BM price (**₹2.32**/1000 Kcals)	2.57
Case 3						
50,000	3200	2.45	0.25	2.70	Quoted price more than BM Price (**₹2.32**/1000 Kcals)	Price Not Acceptable and liable to be rejected

i) The quoted amount mentioned in the 'Price Bid' as submitted by the Bidder(s), shall remain valid for three (3) months from the date of submission of the Bid.

ii) Price bid to be submitted in **annexure-2**.

3. Certificate regarding acceptance of Tender conditions

i) No deviation, whatsoever, is permitted, to the provisions of the Tender Documents. The Bidders are advised that while preparing their Bid and quoting prices that all terms and conditions of the Tender may appropriately be taken into consideration (**Annexure-6).**

ii) Once Bidder submits its Bid, it is presumed that all the terms and conditions as provided in the Tender Documents are accepted by the Bidder.

4. Qualifying Requirements for Bidders/ Eligibility Criteria

The 'Price Bid' of only those Bidders shall be opened whose technical bids are found to be qualified as per the Tender Documents. Evaluation will be carried out based on the prices quoted by Bidders as per Annexure – 2 of this Tender. The shortlisted bidders shall be invited for the further price negotiation.

A) Technical Criteria:

i) Only Pellets manufacturers and Pellets Traders/Aggregators shall be allowed to participate in the tender. AND ii) In case of individual applicant, the bidder should be at a minimum of 18 years of age. AND iii) The vendor should have supplied at least 5,000 MT of biomass pellets in any continuous twelve (12) months (consecutive 365 days) in one or multiple contracts during the preceding three (3) financial years along with the current financial year as on the last date of Techno-commercial bid opening. Bidders shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements and supply certification), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA) in case of companies and for others from Third-Party Inspection Agency (TPIA). AND 4 D) The Bidder shall be of Indian nationality AND / OR a Company/ Sole proprietorship /Partnership / Limited Liability Partnership / Consortium / Cooperative Society registered in India AND / OR Non-Resident Indians/ Person of Indian Origin AND / OR a Multinational Company having its registered office in India / Overseas Corporate Bodies having its registered office in India.

B) Financial Criteria:

i) The average Annual turnover of the bidder, in the preceding three (03) financial years (ending 31 March 2026), should not be less than Rs. 2 Crore (excluding GST) and for Micro & Small Enterprises (MSEs) and all start-ups (whether MSEs or otherwise), it should not be less than Rs. 1 Crore (excluding GST). ii) The Bidder shall submit Certificate of incorporation/Registration, etc.in support of meeting the requirement. iii) The Bidder shall submit the copy of PAN/GST registration. iv) The Bidder shall submit the copy of supply orders along with completion certificates for supply of biomass pallet in any continuous 12 months period in support of meeting the requirement. iv) The relaxation in PQ criteria for start-up firms and MSEs is subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders. Further, the start-up firms and MSEs must submit the relevant valid documentary proof towards their claim for being startup/MSEs. v) The bidder shall submit audited annual accounts with Balance sheet and profit & loss account statements for the last 03 (three) financial years (ending 31 March 2026). In case where audited results for the preceding financial year (ending 31 March 2026) are not available, certification of financial statements (e.g. Annual Turnover excluding other income) from a practicing Chartered Accountant/Cost Accountant shall also be considered acceptable. vii) Other income shall not be considered for achieving annual turnover. Pre-qualification documents to be attached with Statement of bidder (Annexure-8).

5. Quantity Allocation

i) The L1 bidder (discovered through negotiation process) will be offered the full bid quantity (up to a maximum of 50,000 MT).

ii) The L2 bidder will be asked to match the L1 price. If they agree, they will be offered the bid quantity at the L1 price (up to a maximum of 50,000 MT). If they do not agree, we will move forward with the bidder next in commercial position (discovered through negotiation process).

iii) The L3 bidder will be asked to match the L1 price. If they agree, they will be offered the remaining or bid quantity, whichever is lower, at the L1 price (up to a maximum of 50,000 MT). If they do not agree, we will move forward with the bidder next in commercial position (discovered through negotiation process).

iv) If any quantity remains, the L4 bidder will be asked to match the L1 price. If they agree, they will be offered the remaining or bid quantity, whichever is lower, at the L1 price (up to a maximum of 50,000 MT). If they do not agree, we will move forward with the bidder next in commercial position (discovered through negotiation process mentioned above).

v) This process will continue with L5, L6 and so on with all technically qualified bidders (including bidders not falling within 5% of original L1 bidder prices) until the entire quantity gets allocated. Also, the final quantity allocation to any bidder will be at the sole discretion of RPSCL.

6. Letter of Award and Contract

i) Upon the Bidder(s) being selected as the 'Successful Bidder', RPSCL shall issue a Letter of Award, providing details of the quantity awarded and the price bid firmed with the said Successful Bidder. RPSCL and the Successful Bidder shall thereafter execute the Contract, format of which is provided in Volume – II of this Tender, post which the Successful Bidder will be considered as the 'Supplier' under the Contract.

ii) RPSCL and the Successful Bidder(s) shall endeavour to execute the Contract within **15 (Fifteen) days** from the date of receipt of Letter of Award.

iii) RPSCL reserves the right to split the Contracted Quantity and award such quantities ("**Contracted Quantity**") to minimum two or more Bidders(s), provided such Bidders meet the requirements as provided in this Tender. In such case, the awarded quantity shall have the same meaning as Contracted Quantity for the purpose of the respective Contracts with the concerned Successful Bidder(s).

iv) It is to be noted that the maximum and minimum annual contracted quantity allocation to any Successful Bidder has been capped at 50,000 MT and 20,000 MT, respectively during the financial year 2026-27. It may be noted that in case, the first two bidders quote for maximum quantity (i.e. 50,000 MT) each, then the third bidder and subsequent bidders will get the balance quantity or part thereof, in case quoted quantity of next higher bidder is less than the remaining quantity.

7. Blacklisting

i) The Bidder shall mandatorily submit an affidavit duly notarized by a public notary, as per Annexure 7 of this Tender, certifying that it has not been blacklisted by any organization presently.

ii) In case the contents of the affidavit is found to be false or incorrect at a later stage, then it will be construed as misrepresentation of facts and the Bidder shall be blacklisted and RPSCL may initiate any other actions as it may deem fit.

iii) Non-submission of such affidavit or submitting false affidavit, if found at any stage, shall render the Bidder disqualified.

PART-1

Scope Of Supply of Agro Residue-Based Non-Torrefied Biomass Pellets

ROSA POWER SUPPLY COMPANY LIMITED

(FY 2026-27)

Scope:

The scope of work under this package (supply of biomass pellets) shall include supply, loading, transportation, unloading and delivery of Agro - Residue based Non-Torrefied Biomass Pellets to Rosa Power Supply Company Limited (RPSCL) at Rosa Power site on DPU basis, as per Incoterms® 2020 Rules (Published by ICC).

The bidder shall undertake:

- Supply of Agro - Residue based non-torrefied biomass pellets.
- Loading at supplier location.
- Transportation and unloading to RPSCL Power Plant Site.
- Delivery at CHP yard / unloading hopper/ designated location as directed by RPSCL engineer in-charge.
- Protection of biomass pellets against rain and moisture during transit with use of tarpaulin.

1. Technical Specification of Biomass Pellets:

The pellets shall have technical specification as given in following Table-1 with a declaration for the same as per format enclosed in Tender Documents. The Non-Torrefied Biomass pellets shall meet the technical specification as given in following Table-1 and the Bidder shall submit declaration for the same. Minimum use of 50% raw material as stubble /straw/crop residue of rice paddy sourced exclusively from the NCR and Adjoining Areas, is mandatory. However, any variation in GCV and particle size beyond limit specified in technical specification shall be rationalized as per Price Adjustment formula as given in clause-11 of this volume.

TABLE -1

Sl No	Technical Data	Unit	Specification of Non-Torrefied Pellets
1.	Base Ingredients	n.a.	Agro residue / Crop residue (Wood based pellets will not be applicable)
2.	Diameter	mm	**8-14** (both values inclusive)
3.	Length	mm	Should not exceed 35 mm
4.	**Fines% (length<3 mm) (ARB*)**	**Wt%**	**Fines less than equal to 5%**
5.	**Moisture (ARB*)**	Wt%	**Not more than 14%**
6.	**Gross Caloric Value (ARB **)**	Kcal/Kg	**2800 – 3400** (Both inclusive)
7.	Sulphur content (ARB*)	%	Less than 0.5%

8.	Bulk Density	Kg/M³	Not less than 600
9.	Carbon Content	%	10-20%
10.	Volatile Matter (ARB)	%	50-70 (both value inclusive)
11.	Ash content (ARB)	%	Approx. 20%
12.	Particle size distribution* (ARB*)	%	As measured at plant end Wt% (passing proportion from 1 mm mesh size sieve) = 75% (passing proportion from 3 mm mesh size sieve) =100%

ARB*: As received basis ARB**: GCV ranges are indicative

NOTE –

- Pellets suitable for Conveyor feeding, Coal bunker storage, milling with coal, co-firing up to 5 to 10% (approx.).
- During contract period, diameter of pellets and/or particle size distribution may be revised / modified based on result of test firing on mutual consent basis without any financial / cost implication to either RPSCL or the Supplier.
- Pellet shall not have any foul odour.
- Additives or Binder such as Press mud, poultry firm waste, municipal solid waste, animal dung etc. shall not be used either base material or binder.
- Any new guidelines issued by Ministry of Power or SAMARTH regarding any change in specification/s during the execution of the P.O. or during the Contract Period shall be part of the P.O

2. Raw Ingredients for Pellet Manufacturing: -

Base ingredients for pellet manufacturing shall be agro - residue which means the leftover portion of the agriculture produce such as stubble/straw/stalk/husk of those agro residues which are surplus and not being used as animal fodder such as Paddy, Soya, Arhar, Gwar, Saw dust, Cotton, Gram, Jawar, Bajara, Moong, Mustard, Sesame, Til, Maize, Sunflower, Jute, Coffee, Groundnut shell, Coconut shell, Castor seed shell, Pine needles, Elephant grass, Sarkanda and horticulture waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants. Minimum use of 50% raw material as stubble /straw/crop residue of rice paddy sourced exclusively from the NCR and Adjoining Areas, is mandatory.

Material must be free from metal, stones or foreign objects.

Materials such as plastic, rubber, Municipal solid waste or chemically treated wood should not be used either as base ingredients or during the mixing process.

i. Agro residue-based Biomass Pellets can be manufactured by mixing single or multiple base ingredients together.

ii. Mixing ingredients such as by-products of woodwork factory like wood chips, sawdust, furniture waste, bagasse, bamboo dust may also be used with agro residue in limited proportion to enhance pellet properties and the same shall be explicitly mentioned by the supplier in consignment details.

iii. Substance prone to generate obnoxious/unpleasant odour like Press mud, animal dung, MSW (Municipal Solid Waste) & poultry farm waste shall not be used as Pellet.

iv. Wood obtained from tree cutting shall not be treated as agro residue and shall not be used as base ingredients or for mixing purposes whatsoever.

v. The Supplier shall mention the name(s) of agro/crop residue(s) used for manufacturing non torrefied biomass pellets and their approximate proportion in consignment details during the dispatch of Pellet as attached **Annexure 1.**

*Note:

RPSCL reserves the right to exclude any base ingredients/additive/ binder or modify their proportion if any adverse impact of the base ingredients/ additives/binder is found on the operation of the plant in the long run.

If required, RPSCL representative can visit the pellet manufacturing unit/supply site to verify the type of raw material being used for pellet manufacturing. During visit, If RPSCL team found that supplier is using raw material other than mentioned above, then the order of pellet supplier may be terminated.

3. **Mode of Transport: -**

a. The default mode of transportation is covered truck with hydraulic tippler along with waterproof arrangement such as tarpoline etc. to prevent material from rain, moisture, sunlight and dust aspects tripper along with waterproof arrangement.

b. Unloading shall be in the scope of Supplier. Pellets should be loose filled in the carriage vehicle. Carriage vehicle should have hydraulic unloading facility and fully covered / water proof during transportation to prevent the material from rain, moisture, sunlight and to prevent dusting.

c. Before unloading, samples shall be tested for moisture.

d. Demurrage, if any, on the carriage vehicle for reasons attributable to the Supplier will be borne by the Supplier. No demurrage will be payable by RPSCL.

e. All transportation vehicles deployed by the -supplier under this contract shall be mandatorily equipped with a functional reverse/back horn that complies with the applicable standards prescribed by the Central Motor Vehicles Rules, 1989, specifically Section 119, and the Bureau of Indian Standards (IS 15796:2008) for horn installation requirements and subsequent amendments thereof.

f. Any form of body extension, structural alteration, or modification to the vehicle used for transporting biomass pellets shall be strictly prohibited. Vehicles must conform to standard dimensions and specifications as approved by relevant transport authorities. Noncompliant vehicles shall be denied entry, and the associated consignment may be rejected without liability to RPSCL.

g. The Supplier shall ensure that no heap formation occurs above the height of the vehicle body during loading of material. Any vehicle arriving at RPSCL plant site with material loaded above the permissible height (i.e., forming a heap above the vehicle body) shall be liable for rejection. RPSCL reserves the right to refuse unloading of such vehicles without any obligation or liability.

4. **Supply Duration**

a. The Supplier shall offer to supply Biomass pellets on a daily basis as per tender conditions.

b. In circumstances where, for reasons not attributable to RPSCL, the Supplier is unable to supply the allocated quantity of Non-Torrefied Biomass pellets to RPSCL Power Plant site as per the agreed schedule, an additional grace period for completion of supplies may be granted at the sole discretion of RPSCL.

5. <u>Delivery Start Date and Delivery Address</u>

a. Upon award, the Supplier shall commence delivery of material within **fifteen (15) days** from the issuance of the Letter of Award (LOA) or any earlier date as may be mutually agreed between the Parties.

b. The consignment of pellets shall be delivered to following addresses:

   Rosa Power Supply Company Limited Thermal Power Plant,
   Chaudhera, Rausar Kothi, Hardoi Road, Shahjahanpur, Uttar Pradesh.

   Before start of delivery of Biomass pellets, the bidder has to furnish proof from respective Authority that minimum 50% of stubble /straw/crop residue of rice paddy is sourced exclusively from the NCR and Adjoining Areas for Biomass pellets supply to RPSCL Site.

c. In case such Authority to be nominated by state/central Govt is not in place due to any reason, then the certifying Authority may be decided with the mutual consent of the station & the Supplier with the approval of Head of station. Upon declaration of the Nominated Authority for, the subsequent declarations will require certification by the concerned Authority.

6. <u>Delivery Schedule</u>

a. The default delivery schedule shall be the quantity allocated to the Supplier for the supply of Biomass Pellets on a daily basis, as stipulated under the Contract. Notwithstanding the default schedule, the Engineer-in-Charge of RPSCL may, by prior instruction issued before dispatch of material, require the Supplier to revise the schedule. The Supplier shall accordingly deliver the revised quantity of Biomass Pellets to the RPSCL Site.

b. There shall be a continuous supply and off-take of Biomass by the Supplier and RPSCL in accordance with the terms of the Contract. Notwithstanding the delivery schedule, the Supplier shall have the flexibility, subject to mutual consent, to supply quantities in excess of the scheduled deliveries in order to meet the annual supply requirement.

c. The maximum permissible variation in the monthly offtake of Biomass shall be limited to ±15% of the Contracted Quantity, or such other quantity as may be mutually agreed between the Parties. However, RPSCL decision shall be final and binding.

d. In circumstances where, for reasons not attributable to RPSCL, the Supplier is unable to supply the allocated quantity of Non-Torrefied Biomass pellets to the RPSCL Power Plant site as per the agreed schedule, an additional grace period for completion of supplies may be granted at the sole discretion of RPSCL.

7. **Liquidated Damages (To be deleted if covered in SCC)**

Liquidated Damage (LD) shall not be applicable for short supply up to 15% in a month against the aggregate of daily delivery schedule in that month, however, for monthly short supply beyond 15%, liquidated damage (LD) @ 5% of quoted landed price of agro residue based non-torrefied pellet shall be recovered from the Bidder subject to the condition that aggregate of liquidated damage recovered from Bidder shall not exceed 5% of monthly contract value.

8. **Tagging of Consignment:**

Each consignment shall be accompanied/ tagged with general details including the name of the company/firm/bidder, address, date of dispatch, batch number, vehicle type and registration number, and weight of consignment, together with the technical details specified in **Annexure 1**.

9. **Rejection of Consignment:**

The consignment of biomass pellets arrived at RPSCL shall initially be tested before unloading and shall be rejected in case any of the parameters exceed the rejection level given in following Table-2.

Table- 2: Rejection Criteria

Technical data	Unit Rejection level
1. Moisture (ARB*) Wt %	More than 14 %
2. Particle size distribution Wt%	Wt % not meeting specified value as specified in Table 1.
3. Poor quality mixed in supply	During unloading if the pellet quality in lower portion of truck is found poor by visual appearance the photo graphs will be captured and shared to supplier with truck detail and further unloading will be stopped and the particular consignment will be rejected. If the consignments of the supplier are rejected for more than 3 times due to poor quality, then the supplier shall be blacklisted.

10. **Quantity determination**

a) Each and every truck/dumper having consignment of Pellet shall be weighed at Weigh Bridge installed inside RPSCL and if this weigh bridge becomes faulty/un-operational then the consignment shall be weighed at the weigh bridge installed in the silo area of RPSCL. In case both the weigh bridges become faulty/ un-operational in that case the consignment shall be got weighed from outside nearest weigh bridge.

b) Carriage vehicle shall be weighed for Gross weight and Tare Weight. Net weight thus received shall be considered as net quantity of Pellet received for all purposes.

c) The supplier may witness the weight of vehicles once in **15 (fifteen) days,** RPSCL representative will accompany the supplier representative when any such visit is carried out. Supplier shall intimate RPSCL representative via e-mail at least-2 (two) days in advance about the date of such visit.

d) Net weight = Gross weight less the tare weight, both as measured at RPSCL weighbridge.

e) RPSCL may provide a copy of calibration certificates of weighbridge if requested by the supplier. RPSCL shall undertake the calibration of Weigh Bridge in line with the schedule/practice as recommended by Legal Metrology.

f) The weight of non-torrefied biomass pellets recorded at RPSCL weighbridge or the invoice quantity whichever is lower shall be treated final for making payment.

g) Any other contingency may be mutually discussed and settled.

h) Net adjusted quantity received at RPSCL, i.e., quantity worked out by RPSCL after carrying out adjustment due to quality and quantity variations for the parameters as per Clauses11 of this Contract shall be applicable for payment. However, if the invoiced quantity is lower, payment shall be restricted to invoiced quantity. The - supplier shall submit debit / credit note accordingly.

11. <u>Quality Determination</u>

a) RPSCL will carry out the sampling and analysis of non-torrefied Biomass Pellets through a third party as per the provisions of either BIS or ASTM at the option of RPSCL. RPSCL will carry out the sampling and testing process, as per the relevant BIS (IS 436 Part-1) standards for vehicle sampling.

b) The authorized representatives of RPSCL and the Supplier shall jointly witness the process of sample collection and preparation of the laboratory samples. The representatives shall put their signature on the sample tags in evidence of the process of sampling. Both RPSCL and the Supplier shall also sign on the samples register maintained by RPSCL at the Unloading Point.

c) For purpose of rejection test before unloading, samples shall be tested for moisture content by RPSCL. If the test result of any sample collected from a truck/consignment meets technical parameter criterion for moisture content as given in Table-1of this Contract, then the truck will be allowed for unloading. Otherwise, the consignment will be rejected if test result meets the rejection criterion as given in Clause 13 of this Contract and it shall be the supplier's responsibility to take back the rejected consignment at its own cost.

d) For recovery on account of excess fines, RPSCL shall arrange for analysis of fines part of pellets at RPSCL site and fines proportion of biomass pellets shall be analyzed at the receiving end and if fines percentage exceeds more than 5%, proportionate recovery shall be done for excess fine.

e) For testing of GCV and other technical parameters, single sample shall be prepared for all the consignments received in a day from the supplier for avoidance of doubt, in case supply is from multiple suppliers in a day, supplier-wise sample shall be prepared for all the consignment received in a day.

f) The final laboratory sample shall be divided into 3 (three) parts.

- Part-1 of the sample is for analysis of GCV and other technical parameters by any laboratory/representative engaged by RPSCL
- Part-2 of the sample is to be handed over to the Supplier for its own analysis.

- Part-3 of the sample, called Referee sample, shall be sealed jointly and shall be kept with RPSCL under proper lock and key arrangement.

If Supplier fails to collect Part-2 sample within 3 (three) days of sampling, sample shall be disposed at Unloading Point of RPSCL and RPSCL will not be liable in this case.

g) RPSCL's representative will have the right to witness sampling and testing of Biomass Pellets for the base parameters at the loading end.

h) Mere absence of or failure of participation by any representative of the Supplier shall not be a ground to negate the sampling process undertaken.

i) The Supplier's representative will have the option to witness the sample collection, preparation, testing of the main sample and final packing of the reserve sample. Any dispute related to sampling, preparation, and analysis activity has to be raised strictly within 48 (forty-eight) hours of the respective activity. Further, any dispute related to testing results may be raised strictly within 7 days of the declaration of the results by RPSCL. The disputes concerning sampling and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by RPSCL.

j) Referee samples will be preserved in the RPSCL laboratory under locked almirah in sealed condition in a moisture-free area for 15 days (from the date of declaration of such results) in the safe custody of the RPSCL.

k) Generally, quality reports will be generated within 7 (seven) working days of receipt of the Pellet at RPSCL and the same will be communicated to the Supplier.

l) In case of a dispute being raised within the stipulated time period, the Referee sample shall be analyzed in a NABL accredited laboratory as notified by RPSCL from time to time. All expenses (shipment charges, testing charges and any other charges) shall be borne by the party invoking the "Referee Challenge". As the referee sample remains preserved at RPSCL, it is RPSCL's responsibility to deliver the "Referee sample" to designated NABL Lab. Expenses(s) borne on supplier part shall be adjusted against payment of RA bills to the supplier. It is to be noted that NABL accredited laboratory report of referee sample shall be final and binding on both the parties.

m) Dispute raised beyond the stipulated time period shall not be entertained.

n) To ascertain rejection parameter, RPSCL test shall be sufficient and binding. Third party testing shall not be applicable for rejection of consignment.

o) It may be noted that referee samples shall only be used in case of conflict of quality and price adjustment, whereas, in case of rejection of consignment due to total moisture (TM) content, RPSCL reported TM content result will be final and binding.

p) Any Pellet that is received at RPSCL will not be returned /permitted to be collected by the Supplier unless agreed to in writing by RPSCL. Dispute raised beyond the stipulated time-period shall not be entertained.

q) Sampling and analysis at receiving end (RPSCL site) to be done as per BID.

9. <u>Standards / Methods as per the table below will be referenced/used for quality determination:</u>

Sampling shall be done by RPSCL preferably in the presence of representative of the pellet supplier. The samples shall be collected and prepared as per BIS norms.

Sl No	Technical data	Testing Standard/Method
1	Diameter	ISO 17829 or equivalent method may be referred.
2	Fines% (Length< 3 mm) (ARB)	ISO 18846 or equivalent method may be referred.
3	Gross Calorific Value (ARB)	IS 1350 or equivalent method may be referred.
4	Moisture (ARB)	IS 1350 or equivalent method may be referred/ Hand held moisture meter may also be used.

For Determination of Total Moisture (TM) content:

a. Samples shall be collected from each truck for TM determination.
b. TM will be determined by RPSCL Lab validated method based on IS1350 and 10 gram of 2.90 mm passing sample will be heated for 2 hours at 108 +/- 2 Deg C.

Total Moisture will be computed as per the formula below:

TM% = (W1-W2) X100/ W1

Where: W1=Initial Weight of Sample (10 grams)

W2= Final Weight of Sample.

Note: Before unloading, samples shall be tested for moisture at station end. If this value is in the rejection level range, the consignment shall be rejected and it shall be the suppliers' responsibility to carry it back at his own cost.

10. Computation methodology for various recoveries / Quantity adjustments

The Supplier shall guarantee technical parameters of agro residue-based Biomass Pellets as given in **Table-1** of this Contract. The characteristics contained in the said provision shall be adhered to and maintained and non-adherence shall result in 'Quality and Price Adjustment" as per clause 11, 12 or even rejection as per clause 6 of this Contact. The Supplier must adhere to supply Biomass Pellets as per quoted GCV and failing (reduction in GCV) to same 3 (three) times in a month shall attract actions including but not limited to reduction or stoppage of supply.

Acceptance range with / without pro-rata price/quantity adjustment:

The agro residue-based Biomass Pellets supplied shall conform to technical specifications as given in **Table-1** of this Contract. In case, the consignment of agro residue-based Biomass Pellets does not meet the guaranteed parameters for GCV, moisture content and fines %, but are within the acceptable limit as given below, the consignment shall be accepted with a pro-rata price/ quantity adjustment as applicable.

Sl. No.	Technical Data	Units	Acceptance range Without Price/ Quantity Adjustment
1	Gross Calorific Value (ARB*) Non-torrefied	Kcal/Kg	As per**Table-1**
2	Total Moisture (ARB*)	Wt%	Not more than14%
3	Fineness%(ARB)-length less than 3 mm	Wt%	Fineness $\leq 5\%$

***ARB: As received basis.**

11. <u>A- Price Variation for Quoted GCV:</u> -

Minimum Limit- 2800 Kcal/Kg

Supplier shall supply the agro residue based non torrefied biomass pellets of GCV not less than 2800 kcal/kg. Price shall be adjusted for GCV variation of supplied material as below:

a) **For GCV less than or equal to 3400 Kcal/Kg AND more than or equal to 2800 Kcal/Kg [For GCV 3400 Kcal/Kg$\geq$ GCV$\geq$2800 Kcal/Kg]**

Pro-rata price adjustment shall be done for GCV variation within acceptable GCV range of supplied Pellet as per following formula: -

Adjusted DPU Price = (Quoted DPU Price) x (Actual GCV (ARB) / Quoted GCV (ARB)

i. If GCV (ARB) is more than quoted GCV the payment shall be done on Quoted basis.
ii. If GCV (ARB) is less than quoted GCV the payment shall be done on ARB basis.

b) In case of GCV (ARB*) is less than 2800kcal/Kg, no payment shall be made for already delivered and consumed material of GCV less than 2800 Kcal/kg.

c) If material is supplied below 2800 Kcal/Kg in more than 3 (three) instances during the contract period even after issuing warning letter then Contract shall be liable for cancellation.

d) Material supplied of GCV less than 2800 Kcal/Kg is liable for rejection and no payment shall be made for already delivered and consumed. (RPSCL shall also not be liable to bear Transportation cost)

ARB*: As received basis

B. Weight Correction for Quoted Moisture: -

No weight correction for moisture (ARB) ≤14% but in case of high moisture > 14%, the consignment of biomass pellets shall be rejected.

C. Recovery on account of excess fines in consignment

Dimension of agro residue-based Biomass Pellets has been given in the technical specification which shall be adhered to. Dust, crushed agro residue-based Biomass Pellets in consignment as received at RPSCL shall be treated as fines and there shall be recovery on account of excess fines (ARB) if it exceeds 5%. The recovery on account of excess fines will be worked out as per the following formula.

Recovery = Adjusted price of biomass pellets x W x (Weight% of fines beyond 5%) (It is inclusive of transportation)

This amount shall be recovered from the payment of that consignment.

12. Testing Standard / Method:

Biomass pellets sample shall be tested in RPSCL lab as per following:

a) Particle size distribution: Sieve analysis shall be done as specified above at "TECHNICAL SPECIFICATIONS FOR AGRO RESIDUE BASED BIOMASS PELLETS (As Received Basis).

b) **Sieve Analysis:** Sample of biomass pellets will be tested for particle size distribution after pulverizing definite amount of pellet in mortar and pestle arrangement for a definite time period and measuring the passing proportion of the pulverized sample by sieving it through 1 mm and 3 mm mesh size sieve. OR equivalent method as deemed suitable may also be developed for sieve analysis on mutual consent basis.

c) Testing to be done as per site requirement.

13. Subcontract

Supplier shall not sub-contract its obligations under the Contract unless with the prior written consent of RPSCL.

14. Special Terms and Conditions-

a) The sites for sampling and storage will be identified by RPSCL.
b) The biomass pellets will be transported through trucks to RPSCL.
c) The biomass pellets must not have **bad odor (Unpleasant smell)**
d) The entry of trucks into plant will be made through Material Gate.
e) Security will check all the relevant documents related to carriage vehicle, biomass pellet, driver driving license, Aadhar, etc.
f) Security will release the truck for sample collection at the place identified by RPSCL.
g) The collected sample will be sent to chemistry department for testing.
h) After qualifying the moisture test of sample as mentioned in Table-2 (**Rejection Criteria**), the truck will be sent for weighment to the weighbridge.
i) In case the sample is rejected on the basis of Chemistry report of RPSCL or the specifications fixed for pellets, the unloading will not be allowed and the truck will be sent back after providing the exit gate pass issued by RPSCL.
j) After weighment, the truck will be sent for unloading the pellets at the location identified by RPSCL.
k) After unloading, the empty truck will be again weighed for tare weight at the RPSCL weighbridge supervised by RPSCL representative.

l) On the basis of gross and tare weight the net weight will be calculated and payment will be made on actual net weight basis.
m) During unloading if the pellet quality in lower portion of truck is found poor by visual appearance, the photo graphs will be captured and shared to supplier with truck detail and further unloading will be stopped and the particular consignment will be rejected.

15. **Engineer in charge (EIC)** for the subject work is Head of Department (CHP O&M) or his authorized representative at RPSCL.

PART-2

GENERAL CONDITIONS OF CONTRACT

PART-3

SPECIAL CONDITIONS OF CONTRACT

PART-4

Code of Conduct for Suppliers

Selected supplierss need to signed Reliance Supplier Code of Conduct in **Annexure-6**

ANNEXURE-1

TAG FOR CONSIGNMENT

(To be tagged along with each consignment on Bidder's letter head)

Details to be furnished with each consignment during dispatch General Details		
Sl. No.	**Description**	**Particulars**
1	Name of company /firm / bidder	
2	Address of manufacturing location	
3	Type of biomass Pellets	**Non-Torrefied**
4	Date of dispatch	
5	Batch number	
6	Carriage vehicle type / number	
7	Weight	
a.	Gross weight (kg):	
b.	Tare weight (kg):	
c.	Pellet weight (kg):	
8	(Any other details as applicable)	
Technical Details		
1	Dimension of non-torrefied pellet (in mm)	
2	Name of base ingredients and its percentage	
3	Mixing ingredients and its percentage	
4	Additive and it`s percentage	
Name/Designation Signature: Date: Place:		

ANNEXURE-2

FORMAT OF PRICE BID

Quantity of Agro-residue based Biomass Pellets offered (paddy straw content should be minimum@50%)	GCV on ARB basis	Rate quoted for Biomass Pellets (To be capped as per Benchmarking Price of MoP)	Cost of Transportation, Handling and Unloading at RPSCL End	Landed cost of Biomass Pellets at RPSCL = Cost of Pellets (in INR/1000 KCal) + Transportation, Handling and Unloading at RPSCL End Cost (in INR/1000 Kcal)
	(Range 2800-3400 kcal/kg)	(**exclusive of GST)	(**exclusive of GST)	(**exclusive of GST)
(in MT)	(in kcal/kg)	in INR/1000 Kcal	in INR/1000 Kcal	in INR/1000 Kcal

1. This format shall be filled in XL Sheet and print as pdf before sending on mail.
2. GST shall be paid extra as per prevailing government norms.

Signature of authorized person
with stamp and seal of Firm

Note:

i. A Bidder can bid for the quantity only in multiple of 100 MT and can offer to supply a minimum 20,000 TPCY (Tonnes per contract year) of non-torrefied Pellets at plant location. Bidder(s) quoting quantity of Pellets less than 20,000 TPCY shall be rejected. For bidding purpose, a minimum guaranteed GCV parameter has been set, bidders to bid basis the GCV as mentioned in price bid.

ii. RPSCL may place multiple orders to successful bidders on discovered L1 price based upon the rank/merit of quoted prices (if agreed by bidders).

iii. The first month of supply would commence from 15 (Fifteen) days from the date of issuance of Contract or from the date of actual commencement of supplies whichever is earlier. As the Contracted Quantity is 310,000 MT for each contract year (pro-rata basis for 01st year), therefore, RPSCL may place multiple orders to successful bidders on discovered L1 price (if agreed by bidders) based upon the rank/merit of quoted prices.

ANNEXURE-3

DECLARATION BY BIDDER

(To be submitted on Companies letter head along with technical bid)

We, the undersigned, has read the technical specifications for agro-residue based non-torrefied biomass Pellets, and declare the following:

(a) We have read and completely understood the technical specification document and have no reservations to it including amendment/ Clarification.

(b) We have quoted the price in price bid for the agro-residue based non-torrefied biomass Pellets having technical specs as follows:

Sl. No	Technical Data	Unit	Specification for Non-Torrefied Pellets
1.	Base Ingredients	n. a.	Agro Residue / Crop Residue (wood-based Pellets will not be acceptable)
2.	Diameter	mm	Not more than 14 mm No other dimension should exceed 35 mm
3.	Fines%(Length<3mm) (ARB*)	Wt%	Fines<=5%
4.	Moisture (ARB)*	Wt%	Not more than 14%
5.	Gross Calorific Value (ARB)**	Kcal/Kg	Non-Torrefied: 2800-3400
6.	Sulphur content (ARB*)	%	Less than 0.5%

(c) We understand that quantity and price adjustment shall be made for supplying the Pellet deviating from technical specification as per clause 1 of scope of Supply.

(d) We understand that rejection of consignment shall be made for not meeting acceptance limits of parameters as per clause 6 of scope of supply.

(e) We understand that liquidated damage (LD) shall be recovered for supply shortfall as per tender condition.

(f) We declare that we have read the bid document and has no reservation to it and shall abide by its provision.

(g) We declare that we have read the bid document and have the minimum supply capacity of biomass Pellets of 20,000 MT per year.

(h) We declare that the use of 50% raw material as stubble /straw/crop residue of rice paddy is sourced exclusively from the NCR and Adjoining Areas.

(i) We declare that we have not submitted Multiple bids (individually or as a part of a Consortium/Subsidiary) and we understand that If it is found at any stage of bidding or during currency of the Contract (if awarded), that the bidder/bidder have any common controlling shareholders or ownership, directly or indirectly, with any other participating bidder(s), then their Bid or Contract (if awarded) shall be rejected/ terminated.

(j) We hereby submit the Declaration issued from "**Practicing Chartered Accountant**" duly signed and stamped on his letter head as per **Annexure 4**.

(k) Location of our Pellet Manufacturing Plant is/are as under ………………………..

Name/ Designation:

Name of Company/firm/bidder

Date & Place: Signature & Seal of firm

ANNEXURE-4

CHARTERED ACCOUNTANT CERTIFICATE FOR TOTAL MANUFACTURING, SUPPLY AND EXISTING FREE CAPACITY

This is certified that M/s ______________________________ is a manufacturer of Agro residue based Non torrefied biomass pellets having total manufacturing and supply capacity of ___________________Tonne Per Day (TPD) from ___________________Plant.

The existing free manufacturing capacity is certified as below.

Existing free capacity:

Sr. No.	**Description**	**Quantity (Tonne per day)**	**Remark**
1	Total Manufacturing and Supply Capacity		
2	Existing Order for supply of non-torrefied biomass pellets		
3	Existing free manufacturing and supply capacity		

Installed Machine Capacity:

Sr. No.	**Plant Location**	**Make and Capacity of Machine**	**No. of Machine**	**Manufacturing Capacity**
1				
2				
			Total Manufacturing Capacity	

Name & Signature of CA

Licence No.

ANNEXURE-5

UNDERTAKING

(ON THE LETTER HEAD OF BIDDER)
(THIS SHALL BE A PART OF TECHNICAL BID)

1) With reference to our Bid Proposal No:……………………….. Dated ……….for [insert Name of the Package], Bid Document No. [insert Bid Document No.], we hereby confirm that we understand that biomass supply will be done through hydraulic tipper vehicle, else unloading of biomass will be done by supplier at RPSCL site.

2) We further confirm that any deviation, variation, or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments(s) / Clarification(s) (if any) as mentioned at 1 above found anywhere in our Technical Bid and/ or Price Bid, implicit or explicit shall stand unconditionally with drawn, without any cost implication whatsoever to RPSCL.

Signature:

Designation:

ANNEXURE-6

(To be printed on Supplier's letterhead)

Declaration of Compliance to RELIANCE Code of Conduct

Sub: Declaration of Compliance to RELIANCE Code of Conduct

1. I / We hereby confirm that I / We have read and understood RELIANCE Code of Conduct for Suppliers and undertake to comply with same and all applicable laws / statutes / directives or regulations. I / We undertake to comply with the Code of Conduct in letter and in spirit.
2. I / We agree that these clauses / provisions or amendment, if any, form an integrated part of any or all RELIANCE's purchase order or work order or agreement / contract. I / We confirm and uphold similar values as enshrined in this CoC and accordingly conduct my / our business operations.
3. I / We shall promptly notify an actual or potential breach and provide all information in this regard as per the provisions of CoC. I / We shall promptly take all remedial actions as required to comply with CoC. In the event of any failure to notify such breach or take such remedial measures, RELIANCE will be entitled to take appropriate action, including termination of existing contractual relationship / agreement / purchase order / work order / agreement / contract, if any or any other business transactions without any liability or obligation for cost, expenses or damages of any kind as a result of exercising its right as mentioned herein above towards me / us and RELIANCE in its sole discretion, may remove / suspend me / us as supplier.
4. We also authorise RELIANCE to conduct due diligence / audit / inspection and assure cooperation in the process.
5. I / We state that none of our activities are / have been conducted in violation of the Code of Conduct except the following:

Please mention short description of the violation(s) with current status. In case you have nothing to report, please mention 'Nil' in this box

Name of Company/ Entity: _______
Name & Designation of Authorised Signatory[4]
Place:
Date:

Signature & Seal

---

[4]**All Partners for Partnership Firm, Managing Director/ Head of Procurement for Company, Proprietor for Proprietorship firm, etc. The letter signed should have power of attorney of person supported by Board of Director Resolution or letter of authority of person signs this Self Declaration. This has to be submitted to Reliance at time the contract / agreement / purchase order awarded to the supplier.**

Annexure-7

FORMAT OF AFFIDAVIT THAT BIDDER HAS NOT BEEN BANNED OR BLACKLISTED

NIT No.: _______________ Dated__________

(TO BE STAMPED IN ACCORDANCE WITH THE STAMP ACT)

TO BE NOTARIZED BY A NOTARY PUBLIC

Affidavit of Shri________________S/O______________Aged_______ R/O________________

I, the above-named deponent does hereby solemnly affirm and declare as under:-

1. That I am working as _______________(Designation) in __________(Name and address of the Bidder) since___________
2. That I am duly authorized by __________(name of the Bidder) to submit this affidavit of its behalf.
3. That Bidder is submitting a bid in response to invitation for bid for **"Supply and delivery of 310,000 metric tonne (MT) of Non-Torrefied Biomass Pellets (paddy straw content should be minimum 50%) for co-firing with coal on 'DPU Destination' basis at Rosa Power Supply Company Limited (RPSCL), Shahjahanpur, Uttar Pradesh".**
4. That Bidder is not blacklisted/ debarred/suspended for business or Banned as on date of submission of bid by any power utilities / Government / Semi Government / Government Undertaking Organizations/Companies/PSUs in India & abroad.
5. That if at any point of time the declarations given above are found to be incorrect, RPSCL shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of Security Deposit

DEPONENT

Verification:

Verified at_______on_____day of ______2024 that the contents of my above affidavit are true to best of my knowledge. No part of it is false and nothing material or relevant has been concealed there from.

DEPONENT

Annexure-8

STATEMENT OF BIDDERS

- Name of Bidder ______________________________________
- Address of Head Office _________________________________
- Correspondence Address _______________________________
- **Legal status**: PAN & GST Number of the Bidder (attached self-attested photocopies)

  i. PAN ___________________________

  ii. GST No. _________________________

- **Bank Details (attached signed cancelled cheque)**
  - Bank Name & Address
  - Bank Account Number
  - Bank Branch Code
  - IFSC Code of Branch
  - Nature of account (current/saving/OD/CC)
- **Main lines of Business**

  i. _____________________________ **since**______________

  ii. _____________________________ **since**______________

  iii. _____________________________ **since**______________

- **Annual Turnover of past three year (Optional)**

  i. _____________________________

  ii. _____________________________

  iii. _____________________________

- **Past Experience:**

Name of Organization	**Period**	**Reference of Contract**	**Order Value contract wise**

Signature and Stamp of Bidder

PART-2

GENERAL CONDITIONS OF CONTRACT

Supply Contract

INDEX

List of Annexures:

GCC 1.0 DEFINITION AND RULES FOR INTERPRETATION

The following terms shall have the meanings defined below when used in capital letters herein.

1.1 **"Acceptance Tests"** means the collective reference to the performance and reliability demonstrations and tests as set out in the Scope of Work and Technical Specifications**.**

1.2 **"Acceptance"** or **"Accepted"** or **"Accept"** means the successful completion of the Goods supplied by the Vendor as per the specification of the Purchaser as set forth in the scope of work of Acceptance Tests in respect of Goods or any relevant portion thereof as evidenced by the issuance of Acceptance Certificate.

1.3 **"Acceptance Certificate" m**eans **the cer**tificate issued by Purchaser upon the successful completion of all the Acceptance Tests as mentioned in the Contract, duly executed by an authorized signatory of Purchaser who has been specifically designated in writing by Purchas**er** for such purpose.

1.4 **"Affiliate"** means with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct, indirect or common control with, such Person. For the purposes of this definition of Affiliate, "control", "controlled" or "controlling" shall mean, with respect to any Person, any circumstance in which such Person is controlled by any Person by virtue of the latter Person controlling the composition of the board of directors or managers or owning or controlling percentage of the voting securities or interests of such Person or by virtue of any contractual arrangements or otherwise.

1.5 **"Applicable Law"** means in relation to any Person, the certificate of incorporation and by-Laws or other organizational or governing Documents of such Person, all domestic and foreign Laws (including, but not limited to, any environmental Laws), treaties, ordinances, judgments, injunctions, writs, orders and stipulations of any court, arbitrator or governmental agency or authority and statutes, rules, notifications, regulations, orders and interpretations thereof of any governmental entity, instrumentality, agency, authority, court or other body (i) applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject or (ii) having jurisdiction over all or any part of Purchaser's network or the work to be performed pursuant to the terms of the Agreement in force and effect, as of the Effective Date and which may be promulgated or brought into force and effect subsequently including any revisions, amendments or re-enactments.

1.6 **“Authorised Person**” means such Person as may be authorized in writing by the Purchaser to exercise any rights or perform and fulfill any obligations of the Purchaser under this Contract / Agreement.

1.7 “**Appendix**” or “**Appendices**” means, individually, an appendix and collectively, the appendices attached to the Contract.

1.8 “**Business Day / Working Day**” means any Day that is not (i) a Day on which banks in a India is legally permitted to be closed for business (including partial Days), and (b) a public holiday declared by Central Government of India or State Government of India.

1.9 “**Change in Law” / “Laws**” means the occurrence of any of the following after the Base Date,

a) The enactment of any new Indian Law;

b) The repeal, modification or re-enactment of any existing Indian Law;

c) The commencement of any Indian Law which has not come into effect until the date of execution of the Contract;

d) Change in the interpretation or application of any Indian Law by a court as compared to such interpretation or application twenty eight (28) days prior to the last date of submission of the Tender / expression of interest;

It also includes changes in the tax rates upward or downward.

For the purposes of this definition, "**Base Date**" shall mean the date which is seven (7) days prior to the submission of the Tender/expression of interest.

1.10 “**Change in Work**” means any addition to, deletion from, suspension of or other modification, to the Work, or to the quality, function or as delineated in this Contract, including any such addition, deletion, suspension or other modification, which requires a change in one or more of the Technical Specifications and the completion schedule with the consent of the Purchaser.

1.11 **“Change in Management Control**” shall mean change in the ownership of the Purchaser under Companies Act 2013 /Laws of India subsequent to award of Contract / Agreement.

1.12 **“Change Order**” shall have the meaning set forth in Article 3.0 (Change Orders) herein.

1.13 **"Combined Release"** means an upgrade that is combined with any Enhancement.

1.14 **“Company”** shall have the meaning ascribed as per Companies Act, 2013.

1.15 **“Communication”** means instruction or information or written notice issued on letter head and delivered physically in the respective address of the Parties mentioned herein (any change in the address of any of the Party as mentioned in the Contract should be intimated to the other Party at-least seven (07) days before giving effect to such changed address) or through electronic mail exchange between Parties but excludes verbal or short messaging services (SMS).

The notice shall be served by delivering a copy by electronic mail, or by placing a copy in the registered account on the portal (Vendor portal/project portal) of Purchaser followed by intimation through Short Message Service confirming about the Communication made.

Unless otherwise stated in the Contract, all communication to be given under the Contract shall be in writing. The communication has to be sent (except in case of the communication being made for the purpose of any information) by the authorised signatory delegated to such officer/employee, through electronic mail (Email) and or project communication system of the Purchaser. Any communication having major (more than 10% of Contract Price) financial impact or commercial impact (except in case of Change in Law) on changes/amendment in Works or performance of the Contract or Liquidated Damages shall be signed by two authorized signatories, the one should be corporate procurement group (CPG) head and other shall be head of Finance (HO / Site) or head of Commercial.

Unless otherwise stated in the Contract, all communications to be given under the Contract shall be in writing. Communication may be sent by competent authority or authority delegated to such officer/employee, through electronic mail (Email) and or project communication system of the Purchaser. Communication on letter head of Party signed by competent authority/authorized signatory of the Party. Communication having financial impact or commercial impact on changes/amendment in Works or performance of the Contract shall be signed by authorized signatories (at least two) who may be finance head/chief executive officer (CEO) of the Project or Chief Financial Officer or Chief Executive Officer or Project Director (PD) or Chief Project Director. The certificate of completion or quality certificate or any other certificate required or issued under the Contract to the Supplier shall be signed by the competent authority of the Purchaser who has power of attorney.

1.16 **“Consultant”** means any Person having expertise in the Supply and appointed for and on behalf of Purchaser or Owner.

1.17 **“Contract “ / “Agreement”** means collectively Letter of Intent and or Letter of Award (LoA) (as the case may be), General Conditions of Contract (GCC) ,Special Condition of the

Contract (SCC), the Technical Specifications and together with all of the Appendices attached hereto, Work Order any special conditions to be incorporated as a part of LoA and Appendices, written agreements, Tender Documents, all annexes, annexures, schedules, enclosures and Documentation attached hereto or thereto, or incorporated herein or therein as may be amended, modified or supplemented or superseded from time to time which are signed between successful bidder and the Purchaser, valid under the Law.

1.18 **"Contract Closure"** as mentioned in Article 68.0.

1.19 "**Contract Price**" means, the fixed lump sum value including Goods and Service Tax (GST), tax collection at source (TCS) under Income Tax Act 1961, duty, cess, royalty, statutory charges, local levies, stamp duty or fees imposed by Central or and State Govt or local body or by municipal as set out in the Contract and Contract Price shall be adjusted or varied as per Change in Law.

1.20 **"Day**" means a calendar day of twenty-four consecutive hours beginning at 00.00 hours.

1.21 "**Dispute**" means any dispute, difference or disagreement of any kind whatsoever between Purchaser and the Vendor/Supplier in relation to or connection with or arising out of this Contract, including, without limitation, any Dispute or difference concerning the existence, validity or enforceability of the Contract or any provision hereof.

1.22 **"Defects"** or **"Deficiencies"** or **"Defective"** means in relation to Goods, any fault, imperfection, shortcoming or inadequacy in the quality, quantity, potency, purity or non-conformance to design, materials, or training, as per performance criteria and quality standards set forth in Scope of Work, Technical Specifications and recognized best industry practices nature and manner of performance which is required to be maintained by or under any Law for the time being in force or as has been undertaken to be performed by the Vendor (under the Agreement, expressed or implied) as is claimed by the Purchaser in any manner whatsoever.

1.23 **"Defect Liability Period (DLP)"** shall mean minimum reasonable period notify in writing by the Purchaser calculated from the date of issuance of each Acceptance Certificate for the stage or mentioned in this Contract/Agreement, Works or any part of the Works. Provided that, if any part of the Works or subsystems or part or component of that part of the Works has been replaced, renewed or repaired during the Defects Liability Period, the Defects Liability Period in respect of such part or subsystem or components of that part shall again start for minimum reasonable period as notify in writing from the date of such replacement, renewal or repair has been completed to the satisfaction of the Purchaser. If no DLP is notified by the Purchaser then the DLP should be Warranty Period of such replaced repaired Goods or part, subsystem or component of such Supply under the Contract.

1.24 **“Delivery”, “Deliver” or “Delivered”** unless and otherwise stated in the Contract, Delivery shall mean Goods / Equipment supplied by Vendor / Supplier to Purchaser on EXW, DDP or DPU or DAT basis as the case may be for domestic supplies and CIF basis for imported supplies as per Incoterms Rules 2020 and such Delivery shall be made at Site as defined in the Contract**.**

1.25 **“Documents”/”Documentation”** means all material, technical data, instructions, descriptions, manuals including original equipment manufacturer manuals & operational manuals, other Documents (whether recorded in writing or on electronic storage media) related to the design, certificates, forms, manufacture, development, installation, configuration, optimization, operation, maintenance, management, administration or Interoperability of the Goods, training and operations, including factory tests reports/Acceptance Test reports, and Vendor's standard Technical Documentation to be provided by the Vendor under the Agreement or which may be necessary to support Purchaser’s business requirements (such as testing, operating, and troubleshooting). It shall also include following such as,

(a) All Drawings furnished by the Owner;

(b) All Drawings submitted by the Supplier/Vendor with its bid proposal which have been accepted in writing by the Owner;

(c) All Drawings in the Technical Specifications;

(d) Supplementary drawings furnished by the Owner to clarify and/or to define in greater detail the intent of this Contract;

(e) Ll Drawings furnished by the Owner to the Supplier/Vendor during the progress of the Work;

(f) Engineering data and drawings submitted by the Supplier/Vendor during the progress of the Work which have been accepted in writing by the Owner; and

Any other Documents, manuals and instructions furnished by the Owner pertaining to the design, engineering, procurement, construction, erection, installation, testing, completion, commissioning, performance testing and achievement of Acceptance Certificate.

1.26 **“Effective Date”** means with reference to (a) the date on which the letter of intent (LoI) or Letter of Award (LoA) along with all its annexures and GCC, duly accepted and signed by the Vendor in duplicate is returned to the Purchaser within prescribed / reasonable time, or with reference to (b) the date of issue of Contract whichever is earlier.

1.27 “**Force Majeure**” shall have the meaning ascribed herein.

1.28 “**Fraudulent Practice”** means misrepresentation of facts in order to influence a procurement process or the performance of the Contract to the detriment of the Owner and includes collusive practices among the Supplier and any other Persons (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

1.29 **“Goods”/”Equipment”** means all items to be provided under the Contract including raw materials, processed materials, equipment, fabricated goods, services, Drawings, instruments, Hardware and Software, spares, critical spares, mandatory spares, special tools and tackles, commissioning/start-up spares etc., and as defined in Tender/Contract/Agreement or other Documents as applicable.

1.30 “**Good Industry Practice**” means those practices apart from described in the Contract but required to be followed mandatory as per the normal trade, customs and practices which includes methods, acts, techniques, procedures and standards and the exercise of a degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a first-class reputable internationally recognised, skilled and experienced supplier, Equipment manufacturer and/or operator in the design, procurement, manufacture and would be expected to be applied in the performance of the Work in a manner consistent with reliability, safety, environmental protection, economy, efficiency and any Applicable Law and directives.

1.31 “**Goods Receipt**” or “**GR**” means, with respect to goods, the goods receipt notice confirming receipt of goods, issued by the transporter of such goods includes lorry receipt, rail receipt, bill of lading, airway bill, courier note, bilty, challan and similar documents. Original goods consignment note (LR/RR/BoL/Airway bill/ courier note/bilty or any other similar name or nomenclature), shall be handed over to the Purchaser along with Goods/Equipment under the Contract.

1.32 **"GCC"** means General Conditions of Contract.

1.33 **“GST”** Goods and Services Tax.

1.34 **”Hardware"** means (a) all Equipment, components, hardware, spare and replacement parts, accessories, test bed, firmware therein and other items of tangible personal property

furnished to Purchaser by the Vendor pursuant to the Documents; (b) all Enhancements, Upgrades and combined releases relating to the Equipment, hardware, spare and replacement parts and other items of tangible personal property described in (a) above; and
(c) all Documentation relating to (a) and (b) of this definition and physically deliverable.

1.35 "**Hazardous Materials**" means (i) any element, compound, substance, chemical or biological derivative, radiation, noise, vibration, material or combination thereof which by reason of its composition or characteristics is defined in any Applicable Law or directive as a hazardous material; (ii) any pollutant, contaminant, solid waste, hydrocarbon product, toxic or hazardous substance or waste, any flammable, explosive or radioactive materials regulated under, or subject to, any Laws of India; and (iii) any other material which any statutory authority shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for handling, storage or disposal by unregulated means.

1.36 "**Incoterms**" shall mean the internationally and domestically accepted commercial trade terms as prescribed and notified by International Chambers of Commerce (ICC) for Incoterms Rules 2020 and amendment from time to time.

1.37 "**Indian Law'/"Laws**" means country/state legislation, statues, ordinance, notification, circular, regulations and other laws, orders of any appropriate Courts and bye laws of any legally constituted public authority applicable to the Contract.

1.38 **"Information"** means all present and future technical, financial and commercial information and data (whether oral or in writing) relating to a Party's or its Affiliates' respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but is not limited to, the Agreement, as well as the discussions, negotiations, Communications and proposals related to the Agreement, discoveries, ideas, concepts, know-how, techniques, software, designs, Technical Specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or commercial information and intellectual properties in any form including written or oral, tangible or intangible, visual or electronic relevant to the Contract.

1.39 "**Imported Goods**" means Goods/Equipments, mandatory spare parts, commissioning Spare Parts, special tools and tackles, materials and plant and other spare parts supplied from a location outside India for which custom duty, taxes and levies & etc, is payable at the Custom frontier including any exempted Goods under the Contract .

1.40 **"Intellectual Property Rights"** means all patents (whether registered or not), trademarks (whether registered or not), copyrights (whether registered or not), design rights (whether registered or not), trade secrets, marks or any other intellectual property rights in Goods and to the work licensed, granted or assigned to the Vendor with the authority or power to transfer such rights to own / or to use by the Purchaser in pursuant to the Contract / Agreement.

1.41 "**Latent Defect**" shall mean a defect, inherently lying within the Goods/Equipment or arising out of design deficiency, which do not manifest themselves and/or was not reasonably discoverable / discovered up to the end of Defect Liability Period.

1.42 "**Liquidated Damages**" shall mean reasonable recoveries that shall be initiated for any delay in actual Delivery as compared to scheduled Delivery and includes any recovery due to any deviations in performance parameters as set out in the Contract \ Tender Document. Liquidated Damages is an actionable claim which Supplier shall pay to the Purchaser due to default or breach of obligations under the Contract. Liquidated Damages includes GST amount.

1.43 **"Indian Law/Laws"** means country/state legislation, statues, ordinance, notification, circular, regulations and other laws, orders of any appropriate Courts and bye laws of any legally constituted public authority applicable to the Contract.

1.44 **"Letter of Award" (LoA)** means any official Communication to the Vendor notifying that Supplier's offer has been accepted by the Purchaser.

1.45 **"Milestone"** means Delivery of Goods or Equipment in terms of the Contract.

1.46 **"Net Price" m**eans such price to be paid by the Purchaser for Goods/Equipment determined after applying all discounts, credits, rebates and concessions available to the Purchaser under the Contract / Agreement (excluding applicable taxes and duty) and subject to definitions and provisions under Indian GST Laws.

1.47 "**Notice to Proceed**" (**NTP**) means the letter issued by the Purchaser to the Supplier/Vendor/ to commence the Work. The date mentioned in the NTP shall be referred as NTP Date.

1.48 "**Owner" /"Client**" means the entity on whose benefit the Goods are supplied by the Supplier / Vendor and ultimately such entity shall be legal owner of such Goods for its defined use and purpose in terms of the Contract. It includes its associated company/subsidiary/joint venture/firm/representative, legal successors and assignees

1.49 "**Onshore Supply"/"Locally purchased goods**" means Goods/Equipment, mandatory spare parts, commissioning spare parts, special tools and tackles, materials and plant and other spare parts manufactured and / or supplied within India under the Contract.

1.50 "**Party**" and "**Parties**" means one or both of the parties as defined in the Contract.

1.51 “**Penalty**” means amount payable to the Purchaser by the Vendor / Supplier under this Contract / Agreement or under combination of other contracts / agreements with the same Vendor / Supplier which may amounts to damages / compensation / interest or any other additional charges due to breach of any conditions or terms during execution of the Works towards due performance of the Contract.

1.52 "**Person**" shall mean an individual, company, corporation, partnership, joint venture, association of persons, trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, or political subdivision thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns, and in case of an individual, shall include his legal representatives, administrators, executors and heirs, and in case of a trust, shall include the trustee or the trustees for the time being.

1.53 “**Political Event**” shall mean any event or circumstance or combination of events or circumstances of a political nature, social unrest in India or directly involving India or a change in the Constitutional Law/Federal Laws of India or State(s) in India (including the effects of such events and circumstances or combination of events or circumstances) referred to in this Contract that materially and adversely affects the performance of a Party of its obligations under this Contract and this also include unavoidable risk interruption.

1.54 “**Project**” means design, engineering, manufacturing, transportation, supply, inspection and testing, as the case may be, of the stores, plants, materials, components, Equipment, machineries, instruments, appliances and accessories, in accordance with the technical specifications and drawings of the Contract Documents.

1.55 “**Punch List**” means the list prepared in conjunction with and as a result of Acceptance Testing and included in any Substantial Completion Certificate, which only contains non-service-affecting and non-performance-affecting failed tests or tests not carried out by the Parties, determined not to have been fully completed in accordance with the Technical Specifications by Vendor as of the date of the related Acceptance Certificate.

1.56 “**Purchaser**” shall mean a Company or an entity purchases the Goods from Vendor / Sub Vendor and supply to the Client / Owner under the Contract and includes Purchasers’ assignees, successors, associated company, subsidiary, joint venture, firm, representative, administrator or executors who are authorised by the Purchaser in its behalf.

1.57 “**SCC**” means ‘Special Conditions of Contract forming part of the Contract / Agreement.

1.58 **“Scrap**” / “**Wastage**” meaning ascribed as per Article 13.A in the GCC.

1.59 "**Scope of Work**" ("**SOW**") /" **Works**" means Purchaser's requirements describing in detail including the specifications / technical specifications of Goods to be supplied, quantity to be supplied, nature of the work and activities associated with supply of Goods to be performed by the Vendor, the duration of commencement and completion of supply of Goods along with detailed responsibilities and other relevant particulars under the Contract.

1.60 "**Shelf Life**" meaning ascribed in Article 40.3.

1.61 "**Site" / "Project Site**" means Purchaser's designated place where the Goods are required to be Delivered and/or to install/commission, as the case may be under the Contract.

1.62 "**Software"** means, collectively, one or more programs, including Upgrades, capable of operating on a controller, processor or other hardware product including intangible personal property but not limited to firmware in the Hardware. Upgrades and all complete and commercially released computer programs as set out in the Agreement including all flow charts, schematics and annotations that comprises the pre-coding detailed design and all Documentation relating thereto and all other intangible property.

1.63 "**Source Code**" means the programs written in programming languages, including all comments and procedural codes in a form intelligible to programmers and capable of being translated into object codes through assembly or compiling for operation on computer equipment.

1.64 "**Substantial Completion Certificate**" means a signed Document issued by the Purchaser to the Vendor, stating that the Vendor has successfully completed the Acceptance Tests in terms of the Contract.

1.65 "**Substantial Completion**" means the execution of a Substantial Completion Certificate issued by the Purchaser in accordance with the provisions of the Contract / Agreement, after conducting certain test wherever it is applicable pending completion of Punch List items.

1.66 "**Sub-Order**" means any order placed by Vendor on its Sub-Vendor in terms of the Contract.

1.67 "**Supplier**" / "**Vendor**" shall mean the person, firm or company to whom the LoI / LoA is awarded which includes its Affiliates, legal successors in title and permitted assigns with whom the Purchaser acting through itself or any of its Affiliates or nominees. It encompasses other terms such as seller, or, manufacturer, bidder as used in Document(s) referenced herein or in Contract or attached hereto or thereto and excludes Sub-Supplier.

1.68 "**Sub-Supplier**" / "**Sub-Vendor**" means any Person, firm or a Company supplying Goods or services or both to the Supplier in terms of the Contract as engaged or appointed by the Vendor / Supplier and may include a manufacturer, supplier of the Goods, materials, labour or service to whom a part of the SOW has been sub-contracted or assigned by the Supplier with the approval of the Purchaser.

1.69 "**Tax Invoice"** shall have the meaning ascribed to it under GST Laws and includes E-Invoicing as required under GST Laws. Format of Tax invoice /E-invoice and associated Documents are furnished in Annexure-F.

1.70 "**Technical Specifications**" means the specifications as set out in the Contract.

1.71 "**Technical Documentation**" shall mean Technical Specification, codes and standards if necessary, manuals, diagrams, Drawings, inspection reports etc. related to the Equipment or Goods supplied.

1.72 "**Tender"** means the Vendors' final proposal (including the commercial or price proposal) as accepted by the Purchaser pursuant to the invitation issued by the Purchaser to the bidder for formal offers for the Execution of the Works including amendments if any.

1.73 "**Third Party Provider**" means any person or entity that provides any goods, Equipments, machinery , hardware, software, networks, systems or other works / services to the Purchaser, excluding Goods supplied by the Vendor.

1.74 "**Upgrades and Enhancement**" have its meaning described in Article 43 hereunder.

1.75 "**Warranty**" includes (i) Vendor's warranties applicable to supply of Goods under the Contract and (ii) warranties contained in GCC under Article 19 (iii) the warranty furnished by original equipment manufacturer.

1.76 "**Warranty Period"** with reference to the Goods, means the period during which Warranty obligations of such Supply as agreed under the Contract / Agreement. In the event there is no such Warranty or obligations under the Contract, the warranty shall be from the original manufacturer or warranty accepted by trade, practice or customs being followed in the industry / market.

1.77 **"Work"/"Scope of Work"** shall mean scope of work defined under this Contract.

1.2 Interpretation

In the Agreement except where the context requires otherwise

1.2.1 Words indicating one gender include all genders;

1.2.2 "Written" or "in writing" means hand-written, written, or electronically made and resulting in a permanent record;

1.2.3 Any reference to any provision of an Act of Parliament or of a State Legislature shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof, to all instruments, orders or regulations then in force;

1.2.4 The singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities;

1.2.5 The headings are inserted for convenience and shall not limit, alter or affect the meaning of the Agreement;

1.2.6 The terms defined in schedules shall have the same meaning ascribed thereto when used elsewhere in the Agreement and vice versa;

1.2.7 The words “include” and “including” shall be construed without limitation;

1.2.8 The word “consent” wherever used, shall mean prior written consent;

1.2.9 Any reference to any Contract/Agreement, deed, instrument, license, code or other Document of any description shall be construed, at the particular time, as a reference to that Contract/Agreement, deed, instrument, license, code or other Document as the same may be or have been amended, varied, supplemented, modified, suspended or novated;

GCC2.0 ENTIRE AGREEMENT AND AMENDMENT, ORDERING

2.1 The Purchase Order, SCC, GCC, Tender Documents and Documents attached therewith and herewith constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all proposals, oral or written, all previous negotiations, and all other Communications between the Parties with respect to the subject matter hereof.

2.2 No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by duly authorized representatives of both Parties.

2.3 Purchaser and/or its Affiliates/Authorized Person will have right to issue Purchase Order to Vendor from time to time for provision of Goods. All Purchase Order will be in writing, specifying the technical details, the quantity and the date of shipment/Delivery, shipping method, location and other relevant details as mutually agreed between the Parties. The Purchaser and/or its Affiliates/Authorized Person will have right to issue revised Purchase

Order in the event of any change in Law including changes in tax Laws impacting details such as quantity, mode of Delivery, price, etc.

2.4 Vendor shall acknowledge, accept, sign and return a copy of Purchase Order as mentioned in SCC from the date of receipt of the Purchase Order by Vendor, unless such Purchase Order is not in material conformance with the terms of the Agreement, in which event, Vendor shall notify Purchaser of such non-conformance within the aforesaid period as mentioned in SCC and Purchaser may issue a revised Purchase Order removing such non- conformities within a reasonable period after receipt of Vendor's notification. For avoidance of doubt, it is clarified that the time period for Delivery mentioned in the non-conforming Purchase Order shall be extended by the time from the date of Vendor's notification and the date of receipt of the conforming Purchase Order by Vendor.

2.5 The execution of the SOW by the Vendor shall be wholly in accordance with the Agreement and fit for the purposes for which they are intended. The Vendor shall Deliver the Goods as per the Purchasers requirements and as implied under the Agreement.

2.6 The Vendor is deemed to have satisfied itself as to the correctness and sufficiency of the Purchaser's requirements and other terms of the Agreement relating to its risks, liabilities and obligations set out in or implied by the Agreement and all matters and things necessary for the execution of Scope of Works.

2.7 The Agreement does not obligate Purchaser to purchase any Goods. Except as specifically provided, Vendor shall not and the Agreement does not impose any condition on Purchaser including a condition to procure any goods as a precondition to provision of any Goods.

2.8 The term of Agreement shall be as mentioned in SCC from the Effective Date of GCC unless terminated earlier by either Party in accordance with the Contract.

GCC 3.0 CHANGES / CHANGE ORDER / CHANGES IN WORK

3.1 Purchaser, may at any time, and from time to time, direct, in writing, changes, including but not limited to changes to the Contract including but not limited in any one or more of the following namely,

- A brief description of the change in scope of Work not materially affecting the overall scope of Work agreed under the Contract;
- Drawings or Technical Specifications.

- Additions to or deletions from quantities ordered;
- Delivery Method of shipment or packing;
- Delivery Place and Time of transfer of title / ownership
- Payment Terms;
- The estimated cost of the change and effect on the Contract Price and Payment Schedule.
- The effect on the Performance Guarantees and other guarantees and warranties (if any);
- Any other terms and conditions mentioned in the Contract.

If any such change causes an increase or decrease in the cost of or the time required for performance of any part of the Work contained herein, an equitable adjustment may be made in the Net Price or Delivery schedule, or both, and the Contract shall be modified by written amendments.

3.2 Any claim by Vendor for such adjustment made under this GCC 3.1 must be asserted within **seven (7)** working days from the date of receipt by Vendor of the notification of such change. However, nothing in this GCC shall relieve the Vendor from proceeding with the Purchase Order as changed and performing the obligations under the relevant Purchase Order.

3.3 If the Purchaser Order requires Purchaser to review and comment on Vendor's technical Documents, Vendor shall assert any claims for adjustment, which would result from implementation of Purchaser's comments within five (5) working days from the date of Vendor's receipt of such comments. No adjustment will be made after the Purchase Order has been dispatched from Purchasers' side and no adjustment of any type will be made hereunder unless Purchaser confirms the changes to be made in Purchase Order in writing. Both Parties agreed to make suitable changes with mutual agreement.

3.4 No Change in Work

3.4.1 The following shall not be considered as a Change in Work, under any circumstance, nor shall any of the following be taken into account when calculating the effect on the Contract Price of a Change in Work nor shall any of the following themselves be considered as the basis for any adjustment to the Contract Price

3.4.1.1 any escalation in the cost of Equipment, services or labour to be provided in connection with the Works;

3.4.1.2 any increase in manpower hourly rates;

3.4.1.3 currency fluctuations ; or currency fluctuation in sub order placed by Supplier ; currency fluctuations after completion time in execution of Supply or part thereof. Currency exchange rate fluctuation variation shall not be considered in any circumstances.

3.4.1.4 any change in the sourcing of Equipment; and,

3.4.1.4 any activity, services or work relating to the remedy, rectification, correction, repair and/or replacement of any non-compliant, defective or deficient or non-performance of the Works or Equipment.

3.4.2 The Purchaser shall not grant an increase in the Contract Price with respect to a Change in Work if,

a. the additional activities, services or work are required because of delays in the performance of the Works attributable to the Supplier, late deliveries of the Equipment or the Supplier's Equipment or due to labour shortages or related to any remedy, rectification, correction, repair and/or replacement of any non-complaint, defective or deficient or non-performance of Work ;

b. the additional Equipment, components or services are required because of a breach of the Supplier's General Warranties set forth in this Contract; or

c. the change relates to re-performance of any of the Works because of the Supplier's failure to follow the Owner's specifications.

3.4.3 Change in Law

In the event of a Change in Law that requires a material modification or service amendment, the Purchaser or the Supplier/Vendor may submit a request for a preliminary change order in accordance with Contract/Agreement herein in respect of the cost of any material modification or changes which are necessary for compliance with the Change in Law or within the requirements of Law. The Supplier shall promptly notify the Owner of any

Change in Law applicable to the Technical Specifications or in accordance with the Contract.

In the event that a any Change in Law or change in legislature, or implementation of any new laws or legislature occurs during the term of the Contract, which results in any benefit to the Vendors, the Vendors shall be bound to pass on such benefit arising out of the Change in Law or change in legislature, or implementation of any new laws or legislature to the Purchaser immediately.

GCC 4.0 TITLE OF TRANSFER AND RISK OF LOSS

Title to all Goods procured and/or used in connection with the Works and which will become a permanent part of the Works shall vest in with the Purchaser on the earlier of:

a) the date upon which the Supplier is entitled to payment of the value of the Goods/Equipment in whole in parts ; and

b) when such Goods passes the ship's rail/lorry/rail/shipment/boarding on ship or vessel for final shipment / Delivery thereof to any Indian port (on CIF basis) or to destination to Site (on DDP or DPU basis as the case may be) as per Incoterms Rules 2020 or, in the case of shipment by air, when such Goods / Equipment are Delivered to the air carrier at the airport of shipment of port of discharge.

c) in all other cases, upon the installation of such Goods / Equipment.

4.1 Title to copies of all reports, documents and other information prepared or acquired by the Supplier in connection with the supply of Goods which the Supplier is required to provide the Purchaser pursuant to this Contract shall vest in the Purchaser upon their creation.

4.2 Title to water, soil, rock, gravel, sand, minerals, timber and any other resources developed or obtained in the performance by the Supplier of the Scope of Works and the right to use said Goods or part thereof or dispose of the same is hereby expressly vested in and reserved by the Purchaser upon transfer of title.

The transfer of title by no means limits the responsibilities and obligations of the Vendor as expressly provided for under the Contract.

4.3 Warranty of Title

The Supplier warrants good title to all Goods/ Equipment used in connection and in relation to the Works and which will become a permanent and integral part of the Works, in each case procured or otherwise furnished by the Supplier or any Sub-Supplier. Supplier warrants and agrees that the Goods\Equipment, materials and/or spare parts, which have been paid for by the Purchaser, are free and clear of all charges, liens and any other encumbrances and third party interests whatsoever. Supplier agrees to indemnify and hold Purchaser harmless in respect of any suit, claim, demand, judgment or other liability, loss, damage or cost arising out of any breach of this warranty or any claim by any Person to an interest in the Goods/Equipment.

4.4 Protection of Title

For purpose of protecting the Purchaser's interest in all Goods / Equipment or parts thereof, with respect to which title has passed to the Purchaser but which remains in the possession of the Supplier or another Person, the Supplier shall take or cause to be taken all steps necessary under Applicable Law to protect the Purchaser's title and to protect the Purchaser against claims by other Persons with respect thereto. If, after notice in writing from the Purchaser and the lapse of a reasonable time in which to obtain a discharge, the Supplier fails to discharge, or, in a manner acceptable to the Purchaser, effectively to provide for such discharge or to secure the Purchaser against any Lien or claim against any Goods /Equipment or parts thereof arising from the Supplier's or a Sub-Supplier's performance of the Scope of Works or Goods/Equipment supplied/dispatched by a Supplier, the Purchaser shall have the right, at its option, upon notice to the Supplier to provide by payment, agreement or otherwise for the discharge of each such lien or claim. The Supplier shall reimburse the Purchaser for all amounts expended by the Purchaser to obtain such discharge, including all costs and attorneys' fees and expenses. To the extent reasonably required, the Supplier shall cause such Goods/ Equipment, materials and/or spare parts to be suitably marked with an identifying mark or symbol indicating that such Goods/Equipment , materials and/or spare parts is the property of the Purchaser.

4.5 Risk of Loss

Risk of Loss shall be governed as per Incoterms Rules 2020 or pricing terms in the Contract.

GCC 5.0 PURCHASER'S RIGHTS

Any Technical Specifications, plans, drawings, patterns or designs supplied by Purchaser to Vendor in connection with the Agreement shall remain the property of Purchaser.

Title to all drawings, Technical Specifications, calculations and other Documents specifically prepared by Vendor or Sub-Vendor in connection with Goods to be supplied to Purchaser shall vest in Purchaser and Purchaser shall have the right to use these drawings, Technical Specifications, calculations and other Documents without any obligation of any kind to Vendor or Sub-Vendors.

GCC 6.0 DRAWINGS AND DOCUMENTATION

6.1 The Vendor shall submit four copies (or such other number as may be specified in the Agreement) of all its Drawings to the Purchaser within fourteen (14) days of the Vendor's acceptance of the Purchase Order (or such other period as may be specified therein) but in any event before starting the execution of Purchase Order to enable the Purchaser to review the Drawings and make any comments thereon which it may consider appropriate.

6.2 One copy of the Drawings referred as above duly signed by the Purchaser for the purposes of identification and showing the Purchaser's comments (if any) shall, unless otherwise stated in the Purchase Order, be returned to the Vendor within seven (7) days of receipt of the said Drawings by the Purchaser. Unless otherwise stated in the Purchase Order, the Vendor shall, within seven (7) days of receiving the Drawings upon which the Purchaser has made its comments incorporate them into such Drawings and return two copies thereof (or such other number as may be specified in the Purchase Order) to the Purchaser. The procedure set forth in this Article shall apply again to such Drawings. Notwithstanding any review or comments by the Purchaser, responsibility for the sufficiency and accuracy of the final Drawings remains with the Vendor.

6.3 No deviation from or modification to the general or detailed Drawings of the Purchaser or the duly reviewed and signed Drawings of the Vendor may be made without Purchaser's prior approval in writing.

6.4 In the event of any inconsistency, inaccuracy or ambiguity in the Purchaser's drawings or Documentation, or if, in the opinion of the Vendor, any detail thereof requires modification; the Vendor shall notify the Purchaser immediately in writing and obtain its instructions before proceeding with the work in question, which it shall perform in compliance with such instructions.

6.5 The Vendor shall promptly correct at its cost, any error, discrepancy or omission in any Drawing. If the Vendor neglects or refuses to make any such correction, the Purchaser may, without prejudice to its any other rights, and after giving notice of its intention to do so to the Vendor, proceed to make the correction itself, or the Purchaser may employ another party to do so and to recover the cost thereof from the Vendor. The Purchaser shall not be obliged to accept from the Vendor any drawing corrected by the Vendor under this Article after the date of such notice. The Purchaser shall not be obliged to make any payment for or associated with such incorrect Drawing but if made, any such payment shall be subject to applicable provisions of price and payment.

The payment shall be withheld or Set-off against amount payable to the Vendor in case deficiency or defects or deviation in Technical Specification(s) or in Drawing or any Documents are detected by Purchaser during execution of Works till completion of Contract Closure.

The Vendor/Supplier on declaration of being defunct or adjudicated insolvent by Court(s) or NCLT, Purchaser may terminate this Contract with the notice of fifteen (15) days. The Purchaser reserves the right to withhold any and all amounts payable under this Contract and or any Contracts / Agreements, which the Vendor may have entered into with the Purchaser from the day Vendor is declared defunct or non operational. Purchaser is not bound to make interest payment or compensation to Vendor in any circumstances or whatsoever under this Contract and or any Contracts / Agreements which the Vendor may have entered into with the Purchaser from the day Vendor is declared defunct or non operational.

Any breach in Technical Specifications or any breach under this Contract/Agreement detected by Purchaser or Client/Owner during or after execution of Works but before Contract Closure and if Owner/Client recover compensation, then Purchaser reserves the right to recover the same from Vendor by issue of debit note/invoice/withholding outstanding payment or subject to Set-off against contractual payment during execution of Works until completion of Contract Closure as mentioned in the Article 68.0.The Vendor shall reimburse to the Purchaser any abortive costs, which the Purchaser may have incurred on any incorrect Drawing.

6.7 The Vendor shall furnish all drawings, Technical Specifications, specific design data, preliminary arrangements and drawings arising from or related to the SOW or as otherwise required for the Vendor to perform its responsibilities under the Purchase Order. Such materials shall be in sufficient detail to indicate that the SOW to be supplied and performed under the Purchase Order complies with the Technical Specifications and the other requirements set forth herein. Vendor will maintain and provide all of the Documentation and records produced in connection with the implementation of the work under the Purchase Order and any other Documents that may be required by Purchaser to (a) meet and comply with any Applicable Laws, (b) for operation and maintenance of the Goods and or Purchaser’s network. The Vendor shall be responsible for any loss arising out of or relating to the negligent act or omission of the Vendor, its employees, agents or Sub Vendors in failing to maintain proper records and Documentation for Purchaser's property. The Vendor shall reimburse Purchaser for any such loss of Purchaser's property at the replacement cost applicable thereto. Any financial liability accruing due to wrong Documentation shall be borne by the Vendor. 6.8 The Vendor agrees to provide a set of all Drawings. All the Documentation shall be Delivered along with the Goods. The Vendor shall provide detailed manufacturing drawings, data sheets, calculations, engineering data, schematics, and other drawings related to Goods.

6.9 The Vendor agrees to provide all preliminary data and information which may be required by the Purchaser within fifteen days of issuance of Contract or as per mutually agreed timeline. Failure to do so shall result in deduction of 5% of Net Price as penalty.

6.10 The Supplier shall ensure timely submission of all documents, reports, or deliverables to the Purchaser, whether as per the terms of the Contract or upon specific request by the Purchaser. Any delay in such submission, attributable to the Supplier, that results in financial loss, cost, or penalty being imposed on the Purchaser by any authority or third party shall be the sole responsibility of the Supplier. In such cases, the Purchaser shall be entitled to recover the imposed cost or penalty from the Supplier. Such recovery shall be effectuated through issuance of a debit note or recovery from balance due to the Supplier, and the Supplier shall be obligated to settle the same within the stipulated period mentioned in the debit note, without demur.

GCC 7.0 TESTING AND ACCEPTANCE

7.1 The Goods shall be tested strictly in accordance with the procedure for Acceptance Testing as specified in Scope of Work and Technical Specifications. Goods shall be said to have been Accepted when Purchaser issues an Acceptance Certificate, signed by the authorized representative of Purchaser, to Vendor. The Acceptance Certificate shall specifically state that Vendor has successfully completed the Acceptance Tests applicable to Goods covered by such certificate to the satisfaction of Purchaser.

7.2 Purchaser may, at the request of the Vendor and at its sole discretion, issue a Substantial Completion Certificate duly signed by authorized representatives of Purchaser, pending completion of Punch List items, subject to such conditions as it may deem fit, including but not limited to retention of portions of payments till completion of Punch List Items and time periods for completion of Punch List items.

GCC 8.0 BACKWARD COMPATIBILITY AND INTEGRATION (WHEREVER APPLICABLE)

8.1 Vendor warrants that (i) each Revision Level shall be Backwards Compatible (as defined), and (ii) all point releases and other bug-fixes shall be Backwards Compatible with all of the last **five (5)** consecutive Revision Levels prior to the current Revision Level. In the event that any Goods supplied by the Vendor at any time do not provide Backwards Compatibility, then the Vendor shall provide, without charge to Purchaser, any and all necessary Upgrades and Enhancements (and otherwise take such steps as may be necessary) to achieve Backwards Compatibility. Additionally, if any other customer of the Vendor or the Vendor's Affiliates is provided Backwards Compatibility with Revision Levels more in number than those offered to Purchaser, and/or is permitted to deploy any one of such numbers of Revision Levels that are more than those permitted to Purchaser hereinabove, the Vendor shall be deemed to have agreed to provide Purchaser, with immediate effect, Backwards Compatibility with such number of Revision Levels as provided to such other customer and/or permission to deploy any one of such additional numbers of Revision Levels as permitted to such other customer, as applicable. For the purpose herein, **"Revision Level"** shall mean each version of Goods that reflects any modification or change from the immediately preceding version of such items of Goods.

8.2 Interoperability and Integration Vendor shall ensure that the Goods shall be fully Interoperable with Purchaser's network as set forth in the Technical Specifications/Scope of Work. Vendor shall be fully responsible for integrating the Goods into Purchaser's network. Vendor shall also reasonably co-operate with Third Party Providers as directed by Purchaser to the extent necessary for the implementation of Purchaser's network subject to suitable confidentiality Purchase Orders with such Third Party Providers.

8.3 Test Bed Laboratory, Vendor shall provide and install and keep updated and upgraded at all times all Goods described in the Technical Specifications for the operation of a test bed laboratory at no additional charge to Purchaser. In order to work towards achieving Interoperability, Purchaser may bring other infrastructure Vendors' Equipment into the test-bed laboratory. Notwithstanding anything contained herein to the contrary, the Vendor shall share with these other infrastructure Vendors that Purchaser brings into the test-bed laboratory, all necessary interfacing information (under suitable conditions of confidentiality) to reasonably assure the timely achievement of each of the mutually agreed Interoperability milestones. Vendor shall provide the test bed Goods and same shall be Delivered not later than thirty (30) days from the Effective Date of a Purchase Order, at no extra cost to Purchaser.

GCC 9.0 SUPPLIER CODE OF CONDUCT

9.1 The Vendor shall be liable to adhere to the Vendor Code of Conduct, attached hereto as Annexure A (“Supplier Code of Conduct” and hereinafter referred to as “Code” or “Integrity Pact”) of the Agreement and shall be liable to comply with the following procedure/ mechanism in regard to the said Code.

9.2 Compliance and Monitoring

a) Vendor through established internal management routines shall monitor the actual performance of the requirements under the Code.

b) In the event the Vendor becomes aware of any non-compliance with the Code within its own and/or its Vendors’ organization, Vendor shall immediately notify the Purchaser of such non-compliance. Purchaser shall be entitled to give inputs on how non-compliance issues should be remedied which shall be taken into due consideration by Vendor. For the avoidance of doubt, this shall include an obligation for Vendor to instruct any of its Vendors to remedy non-compliant issues in accordance with the input Vendor receives from the Purchaser. Further Vendor shall address and at its own cost remedy the identified non-compliant issues within its own organization.

c) The Vendor shall prepare an annual compliance report (as applicable) which will assess Vendors performance and compliance with the Code and shall submit the same to the Purchaser for its review. Vendor acknowledges that the Purchaser has the right to request and receive further information, if deemed necessary. Vendor will also grant access, subject to the restrictions and limitations following from applicable mandatory Law(s) and the Code, to its premises, work Sites etc. to the Purchaser’s authorized representatives in order to perform audits including unannounced on-site inspections and worker interviews to ensure Vendors compliance with the Code. Information received from, or obtained as a result of the inspections of Vendor shall, to the extent not incompatible with the purpose of the Agreement and / or Code, or to the extent not related to a possible termination of the Agreement, be treated confidential by the Purchaser.

d) Purchaser shall implement effective monitoring and follow-up activities of the actual performance of their Vendors, in order to verify the adherence/compliance of the Code. This shall include unannounced on-site inspections and inspection of premises of Vendors in India as well as interviews with the workers, staff and management.

Further inspections are allowed in order to verify compliance or remedial efforts. Purchaser shall bear the costs with regard to carrying out such inspections.

e) To the extent gaps are identified between the Code and the actual situation under the joint inspection with the Vendors, Purchaser will initiate improvement processes to properly and efficiently address the gaps in accordance with the purposes of this Agreement. Further, Purchaser will without undue delay notify the Vendors of the identified gaps and present a satisfactory plan, including timelines, for how remediation will be carried out in order to promote effective remediation.

f) The Vendor will produce and submit an annual compliance report (As applicable) of the compliance status, to Purchaser for review.

g) The Parties agree that all annual compliance reports, audit reports, and any other Documents shall remain confidential between the Parties. In addition to the restrictions on the disclosure of confidential information contained herein, Vendor, its officers, employees, agents and representatives shall not make any public announcement or disclosure relating to its discussions and remedial suggestions without the prior written approval of Purchaser. For the purpose of the Agreement, “Public Announcement” means the disclosure to any person or entity other than the receiving parties representatives by any means including but not limited to a press release, a written or oral statement made to the media, trades, publications or any other public audience or unauthorized third party; a written or oral statement published on a parties website or on another internet site or chat room and/or distributed by facsimile, email, voice mail, regular mail, private Delivery service, news letter and/or recorded message.

h) In order to fully conform to the Code, Vendor shall be given a period of twelve (12) months or other mutually agreed time period, to be fully compliant with the Code and any other obligations set forth herein, from the Effective Date herein.

9.3 Non-Compliance and Termination

a) In the event Purchaser deems that Vendor is not in compliance with the Code, Vendor shall enter into discussions with the Purchaser, which shall be conducted in good faith and in an expeditious manner, with the aim of remedying any such non- compliant issues.

b) In the event of any breach of the Code and these terms and conditions, Purchaser shall by giving a written notice of fifteen (15) days, require the Vendor to remedy or cure such material breach within the said notice period. In the event Vendor fails to remedy the said breach, Purchaser may at its sole discretion terminate the Agreement, in accordance with the provisions of the Agreement.

c) The Vendor agrees that if Purchaser exercises the right to terminate the Agreement with Vendor, for any of the reasons provided above, and after providing the Vendor the time period of (12) twelve months as mentioned in sub Article 9.2 (h) or other mutually agreed time period, it shall not be considered a breach on part of Purchaser and consequently, no sanctions, exit fees or any other claim for any other reasons shall be admitted.

d) In order to fulfill its obligations under the Contract, the Supplier shall ensure the availability of adequate working capital at all times. It is expressly clarified that the Supplier shall not be entitled to seek any financial assistance or claim any compensation from the Purchaser on account of insufficiency or inadequacy of working capital. The responsibility to mobilize and maintain the requisite working capital lies solely with the Supplier.

GCC 10.0 TOOLS AND TEST EQUIPMENT

The Vendor agrees, at no cost or expense to Purchaser, to provide all tools and test Equipment along with their accessories and consumables required for the installation, commissioning, and testing services of Goods and all tools and test Equipment required for network integration. Upon Acceptance of the Goods, Vendor may remove only such tools and test Equipment that will not be required to keep the Goods running in conformance with the Technical Specifications and Documentation at no cost to Purchaser.

GCC 11.0 TRAINING (WHEREVER APPLICABLE)

11.1 Vendor shall provide training to Purchaser's personnel according to a mutually agreed training program. Such training courses shall be carried out at Purchaser's facilities. Such training services shall be provided at no additional cost, including but not limited to boarding and lodging costs for trainers, to Purchaser. The scope and nature of the training services shall be agreed between the Parties at the relevant time.

11.2 Vendor shall also provide study material and comprehensive question bank relating to Goods being supplied for further training needs of the Purchaser's representatives. Failure to provide study material/question bank and conduct online tests shall result in deduction of 20% of Net Price as penalty.

11.3 Vendor shall organize training for Purchaser's representative for Goods which require specialized storage and installation.

GCC 12.0 PRODUCTION PROGRAMME

Vendor shall within seven (7) working days from receipt of Purchase Order submit to Purchaser a production programme stating start, duration and finish of engineering, issue of Drawings and other Documentation, procurement of raw materials, manufacturing/fabrication, testing, inspection and Delivery in accordance with the Delivery schedule stated in Purchase Order. Vendor shall maintain such programme up-to-date and issue revisions immediately to reflect any change(s) agreed by Purchaser resulting from amendment(s) to Contract or from Vendor's actions in executing the Contract. Vendor shall submit fortnightly progress reports as defined in the Contract.

GCC 13.0 MATERIAL ACCOUNTING

1. The Supplier/Vendor shall reconcile all Delivered Goods/Equipment with the Purchaser periodically. Any deficiency in quantity shall be supplied by the Supplier under Contract within the scheduled time set out in the Contract.
2. In case of requirement of any additional items/quantities beyond the Contract in order to complete the Scope of the Work(s) under this Contract/Agreement, the prices of such additional items/quantities shall be deemed to have been included in the Contract Price and as such additional price implications if any, are to be absorbed by the Supplier/Vendor.
3. Any quantities/items Delivered is found to be in excess on completion and handing over of the Work under this Contract/Agreement shall remain as the property of the Purchaser.
4. In case the Supplier/Vendor brings in some items/quantities in excess of the items/quantities stipulated in the Contract to meet the exigencies of the Works, all such excess items if left over after the execution of the Contract / Contract closer, Supplier/Vendor will be allowed to be taken back by the Supplier/Vendor.
5. On completion of Scope of Work under this Contract/Agreement, the Purchaser and Supplier/Vendor agrees that the surplus Goods/Equipment are no longer required, provided quantity of such Goods/Equipment specifically stipulated under this Contract/Agreement shall be the property of the Purchaser whether or not incorporated in the commissioning of Project.
6. The Supplier/Vendor shall remove from the Site such surplus Goods/Equipment sold by him in persuasion of the Contract, subject to the Supplier/Vendor producing the necessary clearance from Purchaser and competent statutory authorities (GST, Customs, etc), if required

by Law, in respect of re-export/purchase of the surplus Goods/Equipment.

The Supplier/Vendor shall be made the payment as per Contract or on advise by Purchaser for surplus Goods/Equipment. The liability for the payment of the applicable Taxes/Duties including reversal of fiscal benefits if any, on the surplus Goods/Equipment so re exported / purchased shall be on part of the Supplier/Vendor. In case the Applicable Laws require the

Purchaser to take prior permission of the relevant authorities before handing over the surplus Goods/Equipment to the Supplier/Vendor, the same shall be obtained by the Supplier/Vendor at his own cost and risk, on behalf of the Purchaser.

7. The Supplier/Vendor shall also indemnify the Purchaser harmless from any act of omission or negligence on the part of the Supplier/Vendor in following the statutory requirements with regard to re export/purchase of surplus Goods/Equipment. The Bank Guarantee/Indemnity Bond shall be furnished by the Supplier/Vendor as per the format given by Purchaser.
8. In the event the Supplier/Vendor is not able to procure and produce necessary clearance from the competent statutory authorities (GST, Customs, etc) in respect of re-export / purchase of the surplus Goods/Equipment, such surplus Goods/Equipment shall be handed over to the Purchaser and deposited at the Purchasers' stores at the Site.

13.A Scrap and Wastage

Items and materials of the following limiting dimensions shall be treated as Scrap:

(i) Carbon Steel (CS) / Galvanised Iron (GI) pipes 50 mm dia. and below – pipe pieces less than 2 meters in length shall be treated as Scrap.

(ii) Stainless Steel (SS) pipes 50 mm dia. and below – SS pipe pieces less than 0.5 meter in length shall be treated as Scrap.

(iii) Structural Steel less than 1 meters in length shall be treated as Scrap.

(iv) In respect of plates having thickness 20 mm & below, the size of plate having dimension 1mtr x 1mtr & below will be considered as Scrap.

In case of plates having thickness of above 20 mm, the size of plate having dimension 1mtr x 0.5 mtr & below will be considered as Scrap.

(v) CS/GI/SS pipes, all sizes above 50 mm dia. Pipe pieces less than 0.5 meter in length shall be treated as Scrap.

(vi) GI Sheet - less than 2mtr x 2mtr size.

(vii) GI Conduit/ SS tubes of various sizes – of lengths less than 3 meters shall be treated as Scrap.

(viii) Power and Control Cables of various types and sizes of length less than 50 meters shall be treated as Scrap.

(ix) Wires of different types and sizes of length less than 20 meters shall be treated as Scrap.

(x) Pipe Fittings & valves, lighting fixtures & receptacles and other similar items shall not be accepted as Scrap. However, the welded fittings and valves etc. above 50 mm dia., which are rendered surplus by virtue of change in layout, drawings, errors, etc. shall be deposited in Purchaser's stores after the edges have been prepared by the Supplier without any extra charges. In case, the Supplier fails to prepare the edges, an amount equal to 20% of the cost of welding will be recovered from the Suppliers' outstanding amount / pending bill.

(xi) For any other item / material not covered above, the sizes of Scrap will be mutually agreed as per the industry practices.

1. The term Scrap shall refer to Scrap/Waste/remnants arising out of the fabrication/structural work (structural steel work and piping work) at the Project / Site in the course of execution of this Contract.
2. The Scrap shall also include any wastage of Goods/Equipment during the termination process while installing the Goods/Equipment. The ownership of such Scrap shall vest with the Supplier except in cases where Equipment/Goods or items or materials have been owned and issued by the Purchaser from its stores during installation without any adjustment to the Contract price.
3. The removal of Scrap shall be subjected to the Supplier producing the necessary clearance from the relevant tax authorities (under Customs / GST etc.,), if required by law, in respect of disposal of the Scrap. The liability for payment of the applicable taxes and duties, if any, shall be that of the Supplier. The Supplier shall also indemnify to keep the Purchaser harmless from any act of omission or negligence on the part of the Supplier in following the statutory requirements with regard to removal/disposal of Scrap/Waste. In case the law requires the Purchaser to take prior permission of the relevant authorities before handing over the Scrap to the Supplier, the same shall be obtained by the Supplier at his cost, on behalf of the Purchaser.

Permissible Limits of Wastage/ Scrap

Permissible Scrap / Waste (accountable + unaccountable) to be allowed for following items towards cutting and fabrication of pipes/structures are as follows:-

Sr.No.	*Item*	*Accountable*	*Unaccountable (max.)*	*Total*
a	CS Pipes	4%	2%	6%
b	SS Pipes	4%	1%	5%
c	CS Structural and Plates	4%	3%	7%
d	GI Conduit/ SS Tube	4%	1%	5%
e	GI Sheet	4%	1%	5%
f	Cables	2%	1%	3%

Wastage shall be accountable by weight in case of structural, plates and by running length in case of other items. The Supplier shall indemnify the Purchaser by submitting duly signed form of Scrap / Waste. The format is attached herewith as Annexure –I.

GCC 14.0 EXPEDITION

14.1 Vendor shall be solely responsible for Delivery in accordance with the requirements of the Agreement and for expediting all matters relating to the Agreement and sub-orders with its suppliers. Notwithstanding the foregoing the Goods furnished under the Agreement, including all warranty work shall be subject to expediting by Purchaser.

14.2 Purchaser's representatives shall be afforded free access during working hours to Vendor's plants, and Vendor agrees to procure a similar right for Purchaser, for expediting purposes with respect to Vendor's suppliers. As required by Purchaser, Vendor shall furnish schedules, progress reports and unpriced copies of Vendor's Purchase Orders and sub Purchase Orders for Purchaser's use in expediting Works.

14.3 Vendor shall notify Purchaser in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken. In the event of slippage in Vendor's schedule, Purchaser may demand in writing that Vendor provide adequate assurances that Vendor shall correct such slippage and Deliver in accordance with the obligations of the Agreement.

14.4 If Purchaser considers that corrective actions being taken by Vendor are insufficient or, if within a reasonable period as determined by Purchaser, Vendor does not improve its performance to meet requirements, Purchaser may require specific additional measures such as an increase in Vendor's management, staff and work forces, overtime operations, additional days of work per week or the like. No increase of the Contract Price shall be payable for Vendor's efforts arising from such measures.

GCC 15.0 EXAMINATION, TESTING AND INSPECTION

15.1 Vendor shall carry out all examinations and tests and provide certification, all in accordance with the Agreement /Specifications/Drawings.

15.2 Purchaser reserves the right to attend and witness all examinations and tests of Goods and to carry out his own examination, testing and inspection of Goods at all reasonable times during the execution of Agreement. Vendor shall give Purchaser at least ten (10) working days notice in writing of Goods being available for such examination, testing and inspection including the address at which such examination, testing and inspection is to take place.

15.3 Vendor shall provide to Purchaser examination, testing and inspection personnel, without charge, all reasonable and necessary Equipment, supplies and facilities to enable their tasks to be carried out in Vendor's premises.

15.4 Goods which are required to be painted before dispatch shall be in an unpainted condition for examination, testing and inspection and any approval stamp mark shall be left unpainted, or if not practicable, the mark shall be encircled with paint specified by Purchaser, for easy identification.

15.5 Purchaser reserves the right to carry out his own examination, testing and inspection on receipt of Goods.

15.6 The attendance of Purchaser at examination and testing performed by Vendor and the performance of examination, testing and/or inspection by Purchaser shall not relieve Vendor of any obligations, liabilities and guarantees.

15.7 Purchaser reserves the right to nominate authorities/ third party inspection agencies to examine, test and inspect on his behalf and Vendor shall treat these nominees as if they were Purchaser's own examination, testing and inspection personnel.

GCC 16.0 QUALITY STANDARDS

16.1 Vendor shall comply with the standards of quality specified by the Agreement in addition to those customary in the industry.

16.2 Purchaser quality surveillance representative shall be afforded free access during working hours to plants of Vendor and Vendor agrees to procure a similar right for Purchaser for quality surveillance purposes with respect to Vendor's suppliers in order to monitor compliance with quality requirements.

16.3 Purchaser's right to inspect, examine, and test the Goods shall extend through the manufacturing process, the time of shipment and a reasonable time after arrival at the final destination. In the event of Vendor's failure to adhere to the standards of quality required under the Agreement, the Purchaser may demand in writing that Vendor provides adequate assurances of Vendor's ability to meet said standards.

16.4 In the event that any inspection or test indicates that the Goods fail to meet the requirements of the Agreement, Vendor shall take immediate steps to rectify the failure at its own cost and expense. Upon completion of said rectification, Vendor shall notify Purchaser of availability for re-inspection or retest and this procedure shall be repeated as necessary until the Goods are deemed by Purchaser to be in complete conformity with the requirements of the Agreement. Such procedure shall be without prejudice and shall not release Vendor from any obligations under the Agreement.

16.5 The Goods shall not be deemed accepted until finally inspected by Purchaser's representative at Site. The making or failure to make an inspection, examination or test of, or payment for, or acceptance of the Goods shall in no way relieve Vendor from its obligation to conform to all of the requirements of the Agreement and shall in no way impair Purchaser's right to reject or revoke acceptance of non conforming Goods, or to avail itself of any other remedies to which Purchaser may be entitled, notwithstanding Purchaser's knowledge of the nonconformity, its substantiality or the ease of its discovery.

16.6 If at any time prior to the start of the Warranty Period, a problem develops in Vendor's Equipment due to any cause, whether originating from Vendor's scope of work or Equipment, or from the Equipment or scope of Sub-Vendors or others, Vendor shall, upon notification from Purchaser, immediately remedy or fix Vendor's work to remedy the problem regardless to the origin. In the event, the Vendor does not commence within a reasonable time to remedy the problem, Purchaser, after notice to Vendor, shall have the right to perform or have performed by third parties the necessary remedy, and the costs thereof shall be borne by Vendor. Subsequent to the remedy or an investigation by Purchaser, Vendor shall determine the actual origin of the problem and the party or parties responsible for the cost of the repairs.

16.7 The Contract is awarded to achieve the Scope of Work mentioned in Contract and hence the Supplier/Vendor irrevocably commits and undertakes to the Purchaser its unequivocal intent to fulfill the terms of the Contract, also adhering to quality and performance parameters given in the Contract.

GCC 17.0 INSPECTION (VENDOR QUALITY ASSURANCE) CHARGES

Vendor shall indicate separately all costs relating to transportation, boarding and lodging, man-hour rate and any other incidental charges of Purchaser appointed/approved inspector(s) (quality surveillance representative(s). However if Inspection becomes infructuous due to any omission or commission on the part of Vendor then same shall be borne by Vendor.

GCC 18.0 SOURCE CODE ESCROW (WHEREVER APPLICABLE)

18.1 Vendor represents and warrants that as of the acceptance date, neither Vendor nor any of Vendor's affiliates has established a Source Code escrow for any of its existing other customers.

18.2 Vendor further grants Purchaser a right to access the Source Code of the Goods and an irrevocable, perpetual license thereto from the date of such access to use and modify the same for the maintenance, enhancement and support purposes under the following circumstances and with the terms and conditions that may be set forth in a mutually agreed escrow Purchase Order (**"Escrow Purchase Order"**) consistent with the Agreement.

18.3 In the event that any Affiliate of the Vendor establishes a Source Code escrow before the Vendor as agreed upon, which applies to any of the Goods furnished to Purchaser hereunder, Vendor shall add, or cause the Purchaser/Affiliate that establishes a Source Code escrow to add, Purchaser as a beneficiary of such Source Code escrow. Purchaser shall be entitled to receive a copy of the escrowed Source Code in the event of the occurrence of any of the events set out below. In addition to the foregoing, Vendor shall immediately Deliver and hereby grants, or cause the Purchaser/Affiliate that establishes a Source Code escrow to immediately Deliver and grant, Purchaser a right to access the Source Code and to modify the Goods (**"RTM License"**) for the maintenance, enhancement and support of the Goods licensed from Vendor and operated by Purchaser or any Affiliate, under the following circumstances, provided that any such released Source Code shall be subject to the confidentiality provisions set forth in the Agreement

(i) if Vendor or any Affiliate of Vendor that owns or controls such Source Code (**"Control Affiliate"**) becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against Vendor or the Control Affiliate which is not dismissed within **ninety (90)** days of such involuntary filing, or a receiver is appointed for its business, or its assets become subject to any proceeding under a bankruptcy or insolvency Law, domestic or foreign, or has liquidated its business, or Vendor, or a business unit or Affiliate of Vendor that is responsible for maintenance of the Goods, ceases doing business without providing for a successor, and Purchaser has reasonable cause to believe that any such event shall cause Vendor to be unable to meet its warranty service or support requirements under the Documents; or,

(ii) if Vendor or Affiliate of Vendor that is responsible for maintenance of the Goods ceases to maintain or support a previously supported version of the Goods and Purchaser cannot obtain, with Vendor's assistance (for example, by providing a third party with Source Code or by any other appropriate method) the same support services Vendor is required to provide under the Documents, from another entity (either working with or independently from Vendor) at a price that is equal to or less than the prices for such support as provided in the Documents, or there is a persistent and material failure by Vendor to provide the warranty service or support it is required to provide pursuant to the terms of the Documents.

GCC 19.0 **REPRESENTATIONS AND WARRANTIES**

19.1 Vendor represents, warrants and covenants (Hereinafter referred to as “Warranties”) that

a) Vendor is the owner and / or valid licensee and authorized user of the Goods, Documentation and Vendor internal use tools;

b) Vendor has and shall have full and sufficient right to sell, license, customize, assign, sublicense or grant the Goods;

c) Vendor has no obligations to any third party that shall in any way limit or restrict its ability to sell or license Goods in the manner provided herein and the Goods at the time of Delivery to the Purchaser shall be free from liens and any other encumbrances;

d) The Goods shall be free from Defects and Deficiencies , deviation from Technical Specification;

e) The Goods will perform in accordance with the Technical Specifications or other Documents in this Contract;

19.2 During the Warranty Period, Vendor shall provide, at its own cost and expense, to Purchaser warranty support including without limitation, to correct Defects or Deficiencies in the Goods and Upgrades as well as provide twenty four hours a day, seven days a week, toll-free access to the Vendor’s Indian and international technical assistance centers at no cost to the Purchaser. If in reasonable opinion of Purchaser a visit to the Site is required by the Vendor’s engineer for the, replacement or correction of Defective Goods the same shall be provided by the Vendor at no additional cost to Purchaser.

19.3 During the Warranty Period, Vendor shall provide to Purchaser, at no extra cost to Purchaser, all Upgrades and all other releases of Goods furnished by Vendor at such times as they become generally available to the Vendor’s customers. Purchaser shall also be entitled to receive all basic or optional features, at no additional cost to Purchaser. The Vendor shall give Purchaser an advance notice of the introduction of any Upgrade of Goods or Enhancement, any Combined Release and all releases containing any optional features.

In the event an Upgrade is Delivered and installed, the same shall be tested for a period of **ninety (90)** days (**"Trial Period"**). During the Trial Period if Purchaser is not satisfied with the functioning of such Upgrade and /or the same do not perform in accordance with the Technical Specifications, Purchaser shall have the right to reject and/or return such Upgrade. In the event the functioning of the installed Goods is adversely affected by reason of the testing as aforesaid, the Vendor shall provide all required services as well as necessary additional goods to restore the functioning of the installed Goods. The Vendor should also ensure that all such prior Goods versions and all existing in-service Vendor provided Goods already installed in Purchaser's network remain fully functional in accordance with and up to the performance levels to which each was performing immediately prior to the testing of or with such Upgrade and/or Combined Release relating to Goods at no additional cost to Purchaser.

19.4 Vendor shall immediately, and in no event later than **7** days, remedy any breach to Warranties to the complete satisfaction of Purchaser so that the Goods conform to all the warranties stated hereinabove. Vendor shall provide any corrected or replaced Goods. In the event a breach of Warranties would be cured (whether on a temporary or permanent basis) with the installation of additional Equipment/Goods, Vendor shall provide such Equipment/Goods, together with related implementation services as are reasonably required to remedy the breach, at no cost or expense to Purchaser. Further, throughout the Warranty Period, Vendor shall be solely responsible for all costs and expenses associated with (a) removing the Goods subject to the Warranty claim from any other Equipment/Goods to which the same is attached or connected; and (b) dismantling surrounding Equipment or Goods in order to so remove the Goods subject to the Warranty claim.

19.5 However, in the event Vendor is unable to correct a breach of Warranty or replace non-conforming Goods with conforming Goods within the aforementioned **7** day period, the Vendor shall be deemed to be in material breach of its obligations pursuant to the Purchase Order and shall refund to Purchaser the Net Price paid for such Goods without any further obligation on Purchaser to pay any additional amounts in connection with such Defective Goods. Vendor shall further bear and pay any additional costs incurred by Purchaser for procuring goods substantially similar to the Defective Goods. Vendor's liability hereunder shall extend to all damages caused by the breach of any of the foregoing Warranties.

19.6 If the Vendor subcontracts for the design, development, supply, Delivery, or installation of any part of any Goods from a third party, the warranties given to the Vendor by such third party shall inure, to the extent applicable or permitted by Law, to the benefit of Purchaser, and Purchaser shall have the right, at its sole discretion, to enforce such warranties directly and/or through the Vendor. The warranties of such third parties shall be in addition to and shall not, unless otherwise expressly stated herein, be in lieu of the Warranties given by the Vendor herein. Warranty shall be provided solely by Vendor and not through its sub suppliers.

19.7 Vendor shall provide the Warranty with respect to Goods which are replaced or rectified in accordance with the provisions of this Article for a period of **12** months or as agreed from the date of replacement or rectification as the case may be or the remainder of the Warranty Period, whichever is the longer period (**"Extended Warranty Period"**).

19.8 The Vendor shall protect and keep free all Goods free from any and all claims, liens, charges, security interests, levies, rights of third parties or encumbrances (**"Liens"**) arising from or related to provision of the Goods or any Intellectual Property Rights. In the event of any Lien being filed/ caused to be imposed on the Goods, the Vendor shall ensure that Purchaser is not affected by the same, including exchanging the Goods so affected with Goods not so affected within ten (10) working days or such other time which the Parties mutually agree.

19.9 During the Warranty Period, Vendor shall perform all the warranty obligations as set out in the SOW, in addition to the warranty obligations described in this Article, at no cost to Purchaser.

19.10 It is a corporation duly organized, validly existing, and in good standing under the Laws of the State of its incorporation and is duly qualified to do business in all jurisdictions in which the transaction of its business in connection with the performance of its obligations in connection with the Agreement makes such qualification necessary;

19.11 Execution, Delivery and performance of the Agreement by Vendor and the consummation of the transactions contemplated hereby do not and will not contravene the certificate of incorporation or by-Laws of Vendor and do not and will not conflict with or result in (i) a breach of or default under any indenture, Purchase Order, judgment, decree, order or ruling to which Vendor is a party that would materially adversely affect the Vendor's ability to perform its obligations under the Agreement; or (ii) a breach of Applicable Law;

19.12 All authorizations by, approvals or orders by, consents of, notices to, filings with or other acts by or in respect of any Governmental entity or any other Person required in connection with the execution, Delivery and performance of the Agreement by Vendor have been obtained or shall be obtained in due course;

19.13 Vendor has and shall have full and sufficient right to assign or license the Intellectual Property Rights (as may be required for the purpose of the Agreement), including without limitation to sublicense the Goods (in accordance with the Agreement) and the Documentation;

19.14 Vendor shall not disclose to Purchaser, nor make use in the performance of its obligations under or pursuant to the Agreement, any trade secrets or other proprietary information of any third party, unless Vendor may do so without Vendor or Purchaser incurring any obligation (past or future) to such third party for such disclosure or work or any future application thereof.

19.15 Vendor shall not have any right, title, charge or lien on any materials or Equipment belonging to Purchaser nor shall at any time sell, assign, sub-let, pledge hypothecate the same.

19.16 In the event of termination or early determination or expiration of the Agreement, Vendor shall immediately return all such Goods/Equipment, materials, belonging to Purchaser which is in its custody or in possession with Vendor, if any, irrespective of any settlement of payment. If Vendor fails to return all such Goods/Equipment, materials belonging to Purchaser, then Purchaser shall take all such necessary actions to recover its materials or Equipments lying in the custody of Vendor.

19.17 Vendor warrants that Goods supplied under any Purchase Order/s hereunder shall have been produced, sold, Delivered and furnished in strict compliance with all Applicable Laws. Vendor shall execute and Deliver to Purchaser any Documents as may be required to effect or to evidence compliance with the Warranty Article. All Laws and regulations required to be incorporated in Purchase Orders of this character are hereby incorporated herein by reference.

19.18 Vendor shall not disclose to Purchaser, nor make use in the performance of the work, any trade secrets or other proprietary information of any third party, unless Vendor may do so without Vendor or Purchaser incurring any obligation (past or future) to such third party for such disclosure or work or any future application thereof.

GCC 20.0 BANK GUARANTEE (BG)

20.1 Vendor shall, within fifteen (15) days from the issue of LoA or Contract shall provide an unconditional Bank Guarantees in the format annexed as Annexure B (Advance Bank Guarantee) & Annexure C (Performance Bank Guarantee) in favour of the Purchaser for an amount in accordance with the Contract/Agreement. Bank Guarantee must be inclusive of GST amount.

20.2 All Bank Guarantee required under the Contract shall only be from Scheduled / Nationalised / other banks (except co-operative banks) in India acceptable to the Purchaser. The Purchaser may in its sole discretion agree to appoint an overseas branch as its agent to receive the amount under the Bank Guarantee and to immediately make available the aforesaid amount to the Purchaser through its Indian branch. The BG shall be governed by Indian Laws and subject to jurisdiction of the place of issuance of the Contract. The BG shall be submitted in original by the bankers to the Purchaser directly.

20.3 Vendor shall maintain the Bank Guarantee(s) at its own expense, and shall ensure that the same shall remain valid at all times till the expiry of the Warranty Period and for a period of one year thereafter and or completion of Contract Closure as per Article 68.0 herein.

20.4 Notwithstanding anything contained in the Contract, the Advance Bank Guarantee provided by the Supplier for advance payment shall remain valid till such Advance Payment has been completely adjusted from the Tax Invoice along with interest amount. It is clarified for the avoidance of doubt that the Supplier shall not be entitled to any additional advance payment due to increase in the Contract Value for any reason whatsoever. Interest rate shall be reckoned at State Bank of India's (SBI) prime lending rate (in percentage) (PLR) notified by SBI at the beginning of the month or 12.50% p.a which ever is lower.

20.5 If the Bank Guarantee(s) becomes invalid for any reason (other than its expiry), the Vendor shall immediately notify the Purchaser and obtain within five (5) working days a replacement of such Bank Guarantee(s) in the form stated above.

20.6 No later than sixty (60) Business Days before the expiry of the Bank Guarantee, the Vendor shall, upon request of the Purchaser obtain extension of the validity of such Bank Guarantee for the period stated in such request by the Purchaser and provide a copy of such renewed guarantee.

20.7 The Bank Guarantee shall be returned to the Vendor, after the expiry of Warranty Period or Contract Closure whichever is earlier. In the event of any claim or any other outstanding contractual obligations remaining unfulfilled, the Supplier/Vendor shall be required to extend the Bank Guarantee till the settlement of all claims and completion of all contractual obligations. The Supplier is obliged to extend the Bank Guarantee(s) (including Advance Bank Guarantee, if required by the Purchaser) till Contract Closure is completed by Parties.

20.8 An additional BG to be obtained in case the Contract Price is amended to higher value. In such a case additional BG should be obtained if the additional Contract Price exceeds 2% of Contract Price (as amended prior to concerned order amendment) or Rs.2,00,000/- (two lacs only) whichever is higher.

20.9 It is Supplier's / Vendor's responsibility to incur charges / cost to maintain and for extension of Performance Bank Guarantee without claiming reimbursement from the Purchaser.

20.10 Purchaser at its sole option may invoke the part or full value of the Bank Guarantee(s) unconditionally under terms of this Contract.

20.11 Any claim/demand made by the Purchaser within one (01) year from the expiry date of the Bank Guarantee shall be reckoned as the claim period. For making advance payment to the Supplier, the Interest shall be recovered along with advance payment from the certified Tax Invoice. Interest rate shall be reckoned at State Bank of India's (SBI) prime lending rate (in percentage) (PLR) notified by SBI at the beginning of the month or 12.50% p.a which ever is lower.

20.12 Advances paid is not subjected to GST. The entire amount will be taxed when the supply of goods or materials actually delivered or dispatched.

20.13 For advance payment for supply of goods towards proforma invoice GST is not applicable or advance payment is not subjected to GST. GST is payable to vendor only when tax invoice is raised along with delivery of goods at site \ point of destination.

20.14 The vendor must provide advance receipt voucher to Purchaser within 3 working days from date of receipt of advance amount.

GCC 21.0 ASSIGNMENT BY VENDOR

21.1 Any assignment of the Agreement or of any rights there under or creation of any charge / hypothecation in respect thereof in any manner, in whole or in part, by operation of Law or otherwise, by the Vendor without the prior written consent of Purchaser shall be void.

21.2 Upon ten (10) days written notice to Purchaser, Vendor may assign monies due or to become due under the Purchase Order, provided that any assignment of monies shall be subject to proper Set-offs in favour of Purchaser and any deductions provided for in the Purchase Order.

21.3 Any assignment, transfer or Sub-contract of the SOW or part thereof by the Vendor in accordance with the Agreement shall not relieve or absolve the Vendor from any of its obligations and liabilities under the Agreement nor shall it create any kind of privity between the Purchaser and any assignee, transferee or Sub-Vendor of the Vendor.

GCC 22.0 ASSIGNMENT BY PURCHASER

The Purchase Order/Contract/Agreement, and the rights and obligations of Purchaser under the Purchase Order/Contract/Agreement shall be assignable to Affiliates, associate company, joint venture or any other company including change in Management Control and Purchaser's lenders without consent of the Vendor. Upon written notice issued within seven Business Days (07 days) by the Purchaser, the Purchase Order/Contract/Agreement shall deemed to be Assigned to the third party under this Article. The Purchaser shall issue written notice to the Vendor accordingly. This Article shall fulfill its meaning notwithstanding the acceptance of notice by the Vendor and Purchaser shall not be obliged to the Vendor after seven days (07) of issue of such notice.

GCC 23.0 SUSPENSION OR EXTENSION

Notwithstanding any other provisions of the Contract/Agreement , Purchaser may at any time upon **seven (7)** days prior written notice to the Vendor, instruct the Vendor, in writing, to suspend or to extend any part of the Work/ performance under such Purchase Order or the Purchase Order itself for such reasonable period of time as Purchaser may determine. Vendor shall resume performance of its obligations as directed by Purchaser. Purchaser shall not be liable to pay any compensation, costs or expenses to the Vendor for any such suspension up to a period of **ninety (90)** days. Purchaser shall only be liable for actual out of pocket expenses for the storage of the Goods and proportionate interest on working capital directly affected by such suspension for a period exceeding the aforesaid ninety (90) days.

GCC 24.0 TERMINATIONS FOR CONVENIENCE

24.1 The Purchaser may terminate this Agreement for its convenience at any time upon providing five (5) days written notice to the Vendor. In such case, the Vendor shall be entitled to receive as full compensation for all obligations performed under the Contract prior to the date of termination, together with all retainage withheld in accordance with this Article.

24.2 Payment of such compensation is the sole and exclusive remedy of the Vendor for termination of this Agreement by Purchaser hereunder and the Vendor shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

24.3 Vendor hereby agrees that substantiation for settlement of any claims submitted by Vendor shall be complete and in sufficient detail to allow Purchaser's evaluation.

Terminate all sub contracts except those have been / to be assigned to the Purchaser all right, title and benefits of the Supplier/Vendor as the case may be.

GCC 25.0 TERMINATION FOR DEFAULT

25.1 (i) Purchaser may terminate the whole or any part of the Contract/Agreement in any one of the following circumstances,

(a) Vendor fails to Deliver the Goods or to perform its any other obligation within the stipulated time period or any extension thereof; or

(b) Vendor Delivers non conforming or Defective Goods; or

(c) Vendor fails to meet the quality standards as specified for the Goods in the Technical Specifications or in SCC and/or Scope of Work, or

(d) Vendor fails to perform any of its obligation under a Purchase Order in accordance with its terms or so fails to take corrective measures so as to endanger performance of a Purchase Order; or

(e) Vendor abandons or repudiates the Agreement or a Purchase Order or suspends the Delivery of Goods during the subsistence of any Dispute under the Agreement, whether or not such Dispute is being resolved under the Dispute resolution provisions of the Agreement under Article 27; or

(f) Vendor subcontracts or assigns the Agreement except in accordance with the terms of the Agreement; or

(g) Vendor persistently disregards instructions of the Purchaser or contravenes any provisions of the Agreement; or

(h) Vendor fails to furnish or renew any of the Bank Guarantees; or

(i) Vendor commits default under any Applicable Law; or

(j) Vendor's liability for reasonable compensation under the Agreement exceeds the maximum limit as specified in the Agreement and the default or Defect (committed by the Vendor) for which price adjustment are/were charged continues to exist, or

(k) Vendor is found to be in breach of any representation or warranty under GCC 19; or

(l) Vendor ,

(i) is insolvent,

(ii) files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it that is not dismissed within ninety (90) days of such involuntary filing,

(iii) admits the material allegations of any petition in bankruptcy filed against it,

(iv) is adjudged bankrupt,

(v) makes a general assignment for the benefit of its creditors, becomes insolvent or institutes or has instituted against it a proceeding in bankruptcy.

Each of the aforesaid circumstances mentioned in this GCC 25.1 are hereinafter referred to as an **"Event of Default"**.

(ii) Upon the occurrence of an Event of Default, Purchaser will provide Vendor with written notice mentioning the nature of default and Purchaser's intention to terminate for default. In the event Vendor fails or refuses to cure such default within ten (10) days of the date of such notice of termination, except in case of Event of Default mentioned at (l) in this GCC 25.1, for which no cure period shall apply, Purchaser may, in its sole discretion, terminate the Agreement/Purchase Order or any part thereof with immediate effect and/or reject the Goods without any further notice.

(iii) Notwithstanding anything contained in the Agreement, if the Vendor suspends the execution of Works as entailed in the Purchase Order/SOW during the subsistence of any Dispute under the Agreement, whether or not such Dispute is being resolved under the Dispute resolution provisions of the Agreement, the Purchaser shall be entitled to continue the execution of the balance Work through any third party at the sole cost and risk of the Vendor.

25.2 In the event Purchaser terminates the Agreement/Purchase Order in whole or in part and rejects the Goods as provided in this GCC, Purchaser may at its sole option require Vendor to refund the full value of the rejected Goods including the Net Price, import duty, any transportation, clearing and forwarding, storage and insurance cost incurred by Purchaser with respect to such rejected Goods and/or procure, upon such terms and in such manner as Purchaser may deem appropriate, goods similar to rejected Goods. Any additional costs including the price, import duty, any transportation, clearing and forwarding, storage and insurance costs incurred with respect to such procurement of such similar goods shall be solely borne by Vendor. The Purchaser shall also be entitled to invoke the whole or a part of the Bank Guarantees; provided that Vendor shall at all times continue the performance of its obligations under the Contract to the extent not terminated under this GCC 25.

Under the Event of Default other than Article 25 (i), the Vendor shall not be relieved from its contractual obligation notwithstanding anything contrary elsewhere in the Contract unless the Purchaser contemplates to terminate the Contract under GCC 25.0.

25.3 Vendor agrees to provide all necessary or reasonably requested assistance and co- operation including making available to Purchaser necessary information regarding Work relating to a Contract which may be in progress, Sub-Vendor or other sub-Supplier/ sub- Vendors to Purchaser in the event that Purchaser procures goods similar to the Goods in accordance with GCC 25.1 and 25.2.

25.4 Any Goods held in Vendor's Works on the happening of any events giving the right of termination granted under GCC 25.0 or otherwise that have already been paid for by Purchaser shall not be held to be part of the assets of Vendor, title having already been passed to the Purchaser under Article 4.0 of GCC and shall be released to Purchaser on demand.

25.5 The Supplier shall provide approval to cancel \ terminate the Letter of Credit immediately in case Contract is cancelled \ terminated by any Party. If Supplier does not provide approval within 5 working days, the Letter of Credit shall be deemed to be cancelled.

GCC 26.0 TERMINATION BY VENDOR

26.1 The Vendor shall have the option to terminate the Agreement/Contract by issuing a notice intending termination and setting out the default, without any penalty or payment obligations, other than undisputed outstanding payment under the terms of the Agreement as of the date of any such termination (with Disputed payment obligations being subject to the Dispute resolution provisions of GCC 27 pursuant to the terms and conditions hereof if

(i) an order is passed against the Purchaser ordering its winding up and judicial order has been passed that overrules the earlier order within a period of 120 days; or

(ii) Purchaser passes a resolution to wind up (other than for the purposes of solvent amalgamation, compromise or reconstruction or arrangement with creditors and members); or

(iii) In the event or a receiver is appointed for all or a substantial portion of its assets and is not discharged within one hundred and eighty days **(180)** days after his appointment, and any such filing, proceeding, adjudication or assignment as described herein above shall otherwise materially impair Purchaser's ability to perform its obligations under the Agreement; or

(iv) Purchaser commences any proceeding for relief in any court under any state insolvency statutes; or

(v) Purchaser fails to make payments of undisputed amounts relating to the Goods due to the Vendor pursuant to the terms and conditions hereof that are more than ninety (90) days overdue; provided, that such failure has continued for at least thirty (30) days after the Vendor has notified Purchaser of its right and intent to so terminate on account of such overdue amount.

26.2 Notwithstanding termination of Contract/Agreement under Article 26, the obligation of the Purchaser to return the Bank Guarantee(s) to the Vendor shall only arise pursuant to final Contract Closure in terms of Article 68.0.

GCC 27.0 CLAIMS, DISPUTES, ADJUDICATION AND ARBITRATION

27.1 **Procedure for Claims**

(a) If the Vendor intends to claim any additional payment in addition to the Contract Price on the occurrence of any event entitling the Vendor to any additional payment, the Vendor shall give notice to the Purchaser as soon as possible and in any event within ten (10) days of the start of the event giving rise to the claim.

(b) The Vendor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Purchaser. Without admitting the Purchaser’s liability, the Purchaser shall, on receipt of such notice, inspect such records and may instruct the Vendor to produce and maintain further contemporary records. The Vendor shall permit the Purchaser to inspect all such records, and shall submit copies to the Purchaser on request.

(c) Within thirty (30) days of such notice, or such other time as may be agreed by the Purchaser , the Vendor shall send to the Purchaser an account, giving detailed particulars of the amount and basis of the claim.

(d) Where the event giving rise to the claim has a continuing effect, such amount shall be considered as interim. The Vendor shall then, at such intervals as the Purchaser may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the Purchaser, the Vendor shall send a final account within thirty (30) days of the end of the effects resulting from the event.

(e) If the Vendor fails to comply with this Article 27.1, the Vendor shall not be entitled to claim any additional payment.

(f) Notwithstanding anything contained in the Contract, the Purchaser shall not be liable for any claim for any matter, arising out of or in connection with the Contract or the performance of the Works, unless the Vendor shall have given a notice to the Purchaser in respect thereof, in writing, within sixty (60) days from the date of Acceptance Certificate. It is clarified for the avoidance of doubt for any such claim under this Article 27.1(f), the Vendor shall still be required to comply with the procedure set out under Article 27.1(a) to 27.1(e).

27.2 **Payment for Claims**

The Vendor shall be entitled to additional costs as the Purchaser considers due, after taking approval from the Purchaser. If the Documents or information supplied by Vendor as requested by Purchaser clearly in support of claim are insufficient to substantiate the whole of the claim, the Vendor shall be entitled for payment for such part of the claim as agreed by the Purchaser.

27.3 **No legal action till Dispute settlement procedure is exhausted**

Any Dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the Contract shall be settled in accordance with the provisions of Article 27 (other than Article 27.1 and 27.2). No action at Law concerning or arising out of any such Dispute, differences or controversy shall be commenced unless and until all applicable Dispute resolution procedures set out in Article 27 (other than Article 27.1 and 27.2) shall have been finally exhausted in relation to that Dispute, difference or controversy.

27.4 **Notice of Dispute**

For the purpose of Article 27, a "Dispute" shall be deemed to arise when one Party serves on the other Party a notice in writing (hereinafter called a "**Notice of Dispute**") stating the nature of the Dispute, differences or controversy provided that no such notice shall be served later than sixty (60) days after the date of issue of Acceptance Certificate by the Purchaser.

27.5 **Three Stages for Dispute Resolution**

Disputes shall be settled through three stages

(a) Adjudication;

(b) Any dispute arises between Parties, it shall be resolved as per Medication Act. If mediation failed within 10 days Parties shall initiate the process of Arbitration and Conciliation under Arbitration and Conciliation Act.

(c) Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time) and in accordance with this Article 27.

27.6 **Adjudication**

(a) If any Dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the performance of the Contract whether during the progress of the Supplies or after their completion and whether before or after the termination, abandonment or breach of the Contract the parties shall seek to resolve any such Dispute or difference by mutual consultation. If the parties fail to resolve such a Dispute or difference by mutual consultation, then the Dispute shall be referred in writing by either party to the sole Adjudicator (to be appointed by the Purchaser within 30 days of receiving request from Supplier in writing) with a copy to the other Party.

The Adjudicator shall give its decision in writing to both parties within Ninety (90) days of a Dispute being referred to. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by the Purchaser or the Supplier within One Hundred and Twenty (120) days of such reference, the decision shall become final and binding upon the Purchaser and Supplier. Any decision that has become final and binding shall be implemented by Parties forthwith.

27.7 **Arbitration**

If the efforts to resolve all or any of the Dispute, differences or controversy through adjudication fails, then such Disputes or differences, whatsoever arising between the Parties, arising out of or relating to performance of the Contract or the breach thereof shall be referred to arbitration in accordance with the following provisions.

a. Matters to be arbitrated upon shall be referred to the sole arbitrator. The sole arbitrator shall be appointed by the Purchaser within a period of Thirty (30) days from the date of receipt of written notice / demand of appointment of Arbitrator from either Party.

b. The arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time) and the venue of Arbitration shall be Mumbai. The language of proceedings, Documents and Communication shall be English.

c. The award of the sole arbitrator shall be binding on the Parties.

d. Any arbitral award made in accordance with this provision shall be conclusive and binding on the Parties.

27.8 **Interest on Arbitration Award**

Where the arbitral award is for the payment of money, no interest or charges or taxes or cess shall be payable on whole or any part of the money for any period, until the date on which the award is made.

27.9 **Jurisdiction of Courts**

Where recourse to a Court is to be made in respect of any matter, the courts at Mumbai shall have exclusive jurisdiction.

27.10 **Suspension of Work on Account of Arbitration**

The reference to negotiation/arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Purchaser, the Purchaser and the Vendor shall not be altered by reasons of arbitration being conducted during the progress of the Works. In no event shall the Vendor be entitled to suspend the Execution of the Works or part of the Works to which the Dispute relates on account of arbitration and payments to the Vendor shall continue to be made in terms of the Contract.

GCC 28.0 LIQUIDATED DAMAGES

28.1 Time is essence of the Contract.

28.2 In the event, the Vendor fails to supply the Goods as per Delivery schedule mentioned in the Contract, the Purchaser may without prejudice to any other right or remedy available under the Agreement alter / modify the price agreed under the Contract by deducting an amount @ 0.5% (Zero point five Percent) of Contract Price of Delivered portion of Goods per week of delay or part thereof subject to a maximum of 10 %(ten Percent) of Contract Price of Delivered portion of Goods as Liquidated Damages. The Liquidated Damages shall be to cover damages or make good of the damages or losses arising for possible unintended eventualities / events. The Liquidated Damages levied as actionable claims.

28.3 However, in case of package units / assemblies / systems / turnkey supplies where price breakdown is provided to facilitate Vendor to dispatch the Goods on pro-rata basis and to raise

Tax Invoices for payments for supplies on pro-rata basis, Liquidated Damages shall be made on overall Contract Price without considering part/portion of Delivered Goods.

28.4 Purchaser shall deduct the above amount on account of Liquidated Damages from monies due or that may become due and payable to the Vendor as actionable claim or if such monies are insufficient, Vendor shall forthwith to pay the deficient amount within forty five (45) days of written request by the Purchaser unconditionally and without Dispute. The Purchaser reserves rights to recover / set-off the deficient amount of monies from any other contract/agreement of Purchaser Group.

28.5 Purchaser reserves its right to recover Liquidated Damages through notice or debit note to the Vendor as actionable claims. The quantum of Liquidated Damages on Supplier/Vendor shall depend on as that imposed by Owner/Client on the Purchaser or non fulfillment of Contractual obligation by the Supplier/Vendor. The recovery in form of Liquidated Damages \ recoveries if any may attract GST as applicable at time of issue of debit note by the Purchaser. If Client refunds the Liquidated Damages amount, the Purchaser shall bound to refund the Liquidated Damages amount to the Vendor in a same proportion accordingly.

28.6 The Liquidated Damages for not achieving the performance guarantees shall be independent and shall be levied concurrently as possible. The Owner / Purchaser shall have the right, in its sole discretion, to offset such Liquidated Damages against and deduct such Liquidated Damages from any amounts due and payable by the Owner / Purchaser to the Supplier under this Contract and to invoke and draw on the Bank Guarantee and any other securities available to the Owner / Purchaser for payment of any such Liquidated Damages.

GCC 29.0 SUB-ORDERS(S)

29.1 Upon request by Purchaser, Vendor shall furnish Purchaser with four (4) copies of priced or unpriced Sub-orders immediately upon their placement, unless otherwise stated in a Purchase Order. Such copies shall be in the English language and shall be complete with all attachments, drawings and technical specifications applicable. The Sub-Order shall quote Purchaser’s Purchase Order number(s) and Purchaser’s item number(s) of Goods where applicable.

29.2 Vendor shall promptly notify Purchaser representatives of Sub-Vendor’s Delivery obligation to Vendor, subsequent changes thereto and Sub-Vendor’s reference number.

29.3 Purchaser reserves the right to progress, expedite and inspect the Sub-Orders in the manner laid down in the Agreement. Vendor shall ensure that Purchaser shall have the right of access at all reasonable times to Sub-Vendor’s premises and information in connection with Purchase Order and Sub-Orders.

29.4 Vendor shall ensure that Sub-orders reflect the requirements of the relevant Purchase Order.

29.5 In the event that a Change in Law, including but not limited to the introduction of GST, occurs during the term of the Contract, which results in any benefit to the sub-Vendors, the sub-Vendors shall be bound to pass on such benefit arising out of the Change in Law to the Purchaser.

GCC 30.0 SPARE PARTS, DISCONTINUATION

30.1 Vendor agrees to provide the recommended spares for the Goods, at a discount to be agreed between the Purchaser and Vendor, including without limitation spares for all Upgrades and Enhancements purchased by Purchaser, and in accordance with industry standards. Vendor shall also recommend storage locations for such spares. Vendor warrants that such spares shall be sufficient for the maintenance and repair of all of the Goods during the lifetime of the Goods, to maintain and enable the Purchaser Equipment to operate in accordance with the Technical Specifications at all times. In the event any additional spares (over and above the recommended number) are required by Purchaser, the same shall be promptly supplied by the Vendor at its own cost and expense (which cost shall include all applicable taxes, duties, insurance, freight) to the place designated by Purchaser.

30.2 Vendor shall be responsible for movement of spares to and from Purchaser and Vendor's storage locations. Vendor shall replenish all spares at the Site from which they are used, provided that in all events, Vendor shall ensure that the initial number of spares as recommended are maintained at all times at Purchaser's storage locations.

30.3 The spares inventory shall be replaced by Vendor in accordance with the procedures set forth in the Specifications, and shall comply with the response time and service level requirements in the Specifications. The Vendor shall maintain a fully equipped service centre and a depot with all tools, spares and test Equipment to ensure a spares replenishment period of twenty four **(**24) hours for critical spares and seven (7) working days for normal spares. Following the expiration of the applicable Warranty Period, the Vendor shall at all times provide spare and replacement parts at the Net Prices as set forth in the Contract.

30.4 Vendor agrees that in the event of obsolescence or discontinuance of the production of the Goods or part thereof, Vendor shall provide an advance notice in writing to Purchaser for a period of not less than twelve (12) months prior to discontinuation of the Goods and shall undertake to stock sufficient spare parts and or equivalent replacements. Vendor shall effectively provide support and maintain the Goods for the life of the Goods, which shall be for a minimum of ten years from the date of Acceptance. In the event of such discontinuation Vendor shall provide the Goods so discontinued at a further discount of **50%** of the then applicable Net Price for the Goods discontinued. Purchaser shall raise all Contracts for the discontinued Goods during the notice period of twelve (12) months prior to discontinuation.

30.5 Vendor agrees that in the event of obsolescence of Goods or part thereof, it shall stock sufficient spare parts to effectively maintain Goods for the life of the Goods, which shall be for minimum of ten years.

GCC 31.0 BACK CHARGES

31.1 In the event , any or all item or items bought by Vendor under the Contract are found to be Defective as to workmanship or materials or Goods or not to be in conformance with plans or Technical Specifications, it remains the responsibility of Vendor to promptly correct any Defects when so directed. The Purchaser will take reasonable measures to discover such non-compliance as quickly as practicable; however, failure to do so shall in no way relieve Vendor of its responsibility during the term of the Agreement and the Warranty Period, to promptly make such modifications as are required.

31.2 If upon being notified by Purchaser of any deficient work or materials or Goods, and having been directed to correct the deficient work or materials or Goods by a specific date consistent with the Project requirements, Vendor states or by its actions indicates its inability or unwillingness to comply, then Purchaser shall proceed to accomplish the work by the most expeditious means available to it and back charge Vendor for the cost of the required work ("Back Charges").

31.3 The cost of such Back Charge work shall be computed as follows

1. Labour shall be charged at actual cost plus 50% to cover payroll additives.

2. Material shall be charged at net Delivered cost.

3. Equipment and Tool Rentals shall be charged at rates paid by Purchaser.

4. 100% shall be added to items 1 and 2 for Purchaser's indirect costs, overhead, supervision and administration.

5. Provided however the maximum Back Charges amount shall not exceed the total value of the Contracts under the Agreement.

6. Applicable taxes on such back charge and tax cost incurred to accomplish the work

31.4 Before proceeding on such Back Charge work and, if available, Purchaser shall furnish Vendor with a written estimate of the cost of performing the work, and solicit Vendor's signed authorisation to proceed. Regardless of Vendor's willingness to provide such written authorisation, when forced to proceed with the work, Purchaser will invoice Vendor for actual costs incurred, computed as shown above, or withhold such sum from funds still due to Vendor.

GCC 32.0 MALICIOUS AND DISABLING CODE (WHEREVER APPLICABLE)

Vendor represents warrants and covenants that all Software will at all times be free of malicious code and disabling code. Vendor shall provide Purchaser with procedures and capabilities in order to allow Purchaser to re-assign Software key codes or similar items whose purpose is to enable the functioning of further features, functions or capacity within and among network elements in connection with changing the capacity of such network elements purchased throughout Purchaser's network. In the event of any breach of the foregoing warranty Vendor shall, at no additional charge to Purchaser, diligently take all commercially reasonable efforts to (a) remove such Malicious code and Disabling Code and restore or recover all data and information lost due to the Malicious Code or Disabling Code; and (b) reimburse Purchaser for all damage proximately caused by the Malicious code or Disabling code.

GCC 33.0 NON-WAIVER

33.1 Failure by Purchaser to insist upon strict performance of any of the terms and conditions hereof, or failure or delay in exercising any rights or remedies provided herein or in Applicable Law, or to properly notify Vendor in the event of breach of any provision of the Agreement by Vendor, or acceptance of or payment for any Goods, or review of any design, shall not release Vendor from any of its obligations under the Agreement and shall not be deemed a waiver of any of Purchaser's rights to insist upon strict performance hereof or any of its rights or remedies as to any such Goods regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any termination of the Contract by Purchaser operate as a waiver of any of the terms hereof.

33.2 Those provisions of the Agreement that by their very nature survive payment, Acceptance of Goods or termination under the Agreement shall remain in full force and effect after such payment, Acceptance or termination by Purchaser. In addition to and without limiting the generality of the foregoing, provisions of the GCC and shall survive termination or expiration of the Agreement or part thereof.

GCC 34.0 NON-DISCLOSURE

34.1 Each Party (hereinafter referred to as the **"Receiving Party"**) shall keep all Information received from the other Party (hereinafter referred to as the **"Disclosing Party"**) in whatever form (oral or in writing) as strictly confidential and shall not disclose it to third parties without the prior written consent of the Disclosing Party. However Purchaser is entitled to disclose the Information to its Affiliates. Information shall not be used by the Receiving Party for any purpose other than in connection with the Agreement . The foregoing obligations shall not apply to any Information which

(a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party;

(b) was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the contemporaneous written records of the Receiving Party;

(c) is disclosed to the Receiving Party by a third party who did not obtain such Information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligation;

(d) is at any time independently developed by the Receiving Party as proven by its contemporaneous written records;

(e) is expressly authorized in writing by the Disclosing Party; or

(f) is required by Law, court order or a governmental agency to be disclosed (in which case the Receiving Party will give the Disclosing Party as much notice thereof as reasonably practicable and which will be done subject to confidentiality protection to the extent reasonably available).

34.2 Vendor may disclose to a Sub-Vendor such Information as is necessary for the Vendor to perform its obligations under the Contract and Sub-Vendor to perform its obligations under a Sub-order provided that such Sub-Vendor accepts a like obligation of non-disclosure.

34.3 Information shall be deemed the property of the Disclosing Party, and the Receiving Party will, upon receipt of a written request from the Disclosing Party, return all Information received in tangible form to the Disclosing Party or destroy all such Information and all copies thereof or Documents containing Information (except that a single copy may be retained by counsel for record purposes, to be used only if a Dispute arises concerning an alleged disclosure).

34.4 Each Party shall limit access to Information to only those of its employees, agents, representatives, Supplier/Vendors or advisors to whom such access is reasonably necessary or appropriate for proper performance of the Contract and shall obtain written undertakings of confidentiality from them.

34.5 The provisions of this GCC 34 shall bind the Parties for a period of three years from the date of final performance (including Warranty) or early termination or expiry of the Agreement whichever is earlier.

GCC 35.0 PRESS RELEASES

Vendor shall not (or permit any Affiliate, Sub-Vendor or other party to) put out any press or other media release or make any public announcement or statement relating in any way to the transactions contemplated herein, the business of Purchaser, the activities of Purchaser or any other arrangement between the Parties hereto (and Sub-Vendor) without the prior written consent of Purchaser.

GCC 36.0 INFRINGEMENT

36.1 In additions to other representations and warranties in the Contract, Vendor represents and warrants that Goods, Documentation and Purchaser's proposed use thereof and any work does not and shall not infringe the Intellectual Property Rights of any third party, nor has any claim of such infringement been threatened or asserted, nor is such a claim pending against Vendor.

36.2 Vendor shall, at its sole cost and expense, defend, indemnify and hold harmless Purchaser, its Affiliates, Authorised Persons and their respective directors, officers, agents, representatives, and employees (**"Purchaser Indemnified Parties"**) from and against all losses, liabilities, claims, obligations, damages, costs, expenses including all reasonable attorneys' fees and costs which arise from, arise in connection with or are in any way related to any claim by any third party that the Goods or any part thereof, the form of the Goods supplied by Vendor or subsequently modified by Vendor or use thereof infringe or misappropriate any third party's Intellectual Property rights (**"Vendor Infringement Claim"**); provided that (a) Vendor is given written notice of any Vendor Infringement Claim against Purchaser Indemnified Parties of which Purchaser has actual knowledge and (b) Vendor is given full authority to assume control, at its sole cost and expense, of the defense of the Vendor Infringement Claim through its own counsel. However, Vendor shall not compromise or settle any Vendor Infringement Claim or admit any criminal liability or wrongdoing by Purchaser Indemnified Parties without the express prior written consent of Purchaser, unless such compromise or settlement includes an unconditional release of all claims against Purchaser Indemnified Parties, does not in any manner change, modify or alter the Technical

Specifications and does not involve any stipulation, judgment or injunction against Purchaser Indemnified Parties, in which event such written consent of Purchaser shall not be required. Purchaser shall reasonably co-operate, at Vendor's sole cost and expense, with the Vendor in the defense of Vendor Infringement Claim.

36.3 In the event Goods or any part thereof or the use of Goods or any part thereof is held to constitute an infringement or misappropriation of any third party's Intellectual Property rights or the use of Goods or any part thereof is enjoined, Vendor shall, at its sole cost and expense

(a) procure the right for Purchaser to continue the use of those Goods or any part thereof without interruption or cost and expense to Purchaser;

(b) replace the Goods or any part thereof with non-infringing Goods or work that complies with Technical Specifications; or

(c) modify the Goods or parts thereof, or work so that the modified Goods or part thereof are non-infringing; provided, that

(i) the modified Goods or any part thereof or work complies with the Technical Specifications and

(ii) Vendor fully indemnifies Purchaser in accordance with the Contract.

If Vendor fails or refuses to fulfill its obligations set forth in the Contract, Vendor shall

(a) refund to Purchaser the full value of the infringing Goods including the Net Price, import duty, any transportation, clearing and forwarding, storage and insurance costs incurred by Purchaser with respect to such infringing Goods without any further obligation on Purchaser to pay any additional amounts in connection with such Goods, and

(b) bear and pay any additional cost incurred by Purchaser in procuring the right to continue using such infringing Goods or part thereof.

36.4 Notwithstanding any proprietary legends or copyright notices to the contrary, Purchaser may copy or reproduce Documentation or any other information furnished by Vendor in connection with Vendor's proposal and with the Contract and distribute such copies or reproductions to others for the limited purposes of designing, constructing, operating, maintaining or licensing Purchaser's network.

GCC 37.0 SOFTWARE LICENSES (WHEREVER APPLICABLE)

37.1 Upon Delivery of Software, the Vendor shall grant to Purchaser or its Affiliates (and to third parties whom Purchaser or its Affiliates have contracted to operate Purchaser's network on their behalf (and to the extent of the same) by Purchaser and/or its Affiliates, a perpetual, irrevocable, non-exclusive, unrestricted, unlimited, royalty-free license, for the Software in object code form and the Documentation, inter alia, for storing, loading, installing, executing, displaying, analysis, customization, configuration, training, enhancement, implementation, interfacing and/or integration purposes for the benefit of Purchaser in connection with the ownership, operation and maintenance of the Software and Purchaser's network wherever it is located ("Territory") and the provision of relevant services in the Territory to Purchaser's customers.

37.2 The aforementioned license set forth above shall hereinafter be referred to as the "Software License". Such Software License shall not be transferred, assigned, sublicensed by, or used by outsources of, Purchaser without Vendor's consent except with respect to (i) the sale of Purchaser's network (or any relevant component thereof); (ii) the financing of Purchaser's network (or any component thereof); or (iii) the outsourcing by Purchaser of any operating or maintenance functions related to Purchaser's network; or (iv) the transfer, assignment or sublicense by Purchaser of the Software License to a Purchaser Affiliate (or vice versa) or between Purchaser Affiliates, in conjunction with a transfer of a portion of Purchaser's network, provided that in each such case, such transferee, assignee, sublicensee or outsourcee agrees in writing to abide by all the terms and conditions set forth in the Software License and the Vendor is informed of the same in writing by Purchaser and provided further that the rights transferred, assigned, sublicensed or granted to outsources, as the case may be, shall be those reasonably necessary to fulfil the purpose for which they are transferred, assigned, sub-licensed or granted.

37.3 The rights and obligations of Purchaser under the Software License shall survive the termination of all or any portion of the Agreement. In the event that Purchaser fails to pay the applicable and undisputed charges for the Software, Vendor may terminate Purchaser's right to use the Software to which such charges apply; provided that Vendor has given to Purchaser written notice of termination and details of such failure to pay Purchaser, which notice shall not be for a period of less than sixty (60) days, and Purchaser does not make payment within the aforesaid period. Such terminated rights shall be immediately reinstated upon payment of all applicable license fees. In no event other than as set forth in this Article may Vendor terminate Purchaser's right to use the Software. Notwithstanding any other provision of the Agreement, if there is a Dispute hereunder, pending final resolution of such

Dispute, all of Purchaser's rights under the Agreement shall continue in full force and effect, and Vendor will not terminate the Software License, and so long as Purchaser continues to pay Vendor applicable fees, Vendor will not terminate, suspend, interrupt or delay maintenance and support of the Software.

37.4 Notwithstanding any proprietary legends or copyright notices to the contrary, Purchaser and its Affiliates shall have the right to translate, abridge and / or make as many copies and reproductions of the Documentation or any other information furnished by Vendor in connection with the operation, maintenance and support of Purchaser's network. Purchaser may distribute such copies to others for the purpose of designing, constructing, operating, maintaining or licensing Purchaser's network. Further, Purchaser and its Affiliates shall have the right to make as many copies of the Software as are reasonably necessary for the use of the Software in accordance with this Agreement. Purchaser shall reproduce all copyright notices as provided in the original Software on all copies thereof.

37.5 Purchaser shall not translate, reverse engineer, modify, decompile, disassemble or create derivative works from the Software, except as expressly provided under Applicable Law. However, tailoring of the Software by use of the utilities provided in the Software shall not be construed as modification of the Software.

37.6 Vendor shall obtain and keep valid (either perpetually or till replacement) all consents, authorizations, licenses, permissions or approvals, including but not limited to rights of access to and use of third party software, systems or other material required to validly and effectively provide and license the Software to Purchaser and its Affiliates ("Required Consents"), at no additional cost or expense to Purchaser. Vendor shall pay all fees and costs (such as transfer, re-licensing or upgrade fees, termination or underutilization costs) associated with the Required Consents. Failure to obtain any Required Consent shall not relieve Vendor of its obligations under this Agreement and Vendor shall pay any additional costs incurred by Purchaser as a result of such failure in addition to any other remedies available to Purchaser hereunder.

37.7 The Vendor shall provide the keys and passwords of all software along with the Delivery of such software supplied under this Contract.

37.8 Vendor hereby covenants that the Software is free from any encumbrance, charge, lien or security interest. Further, in the event of such encumbrance, charge or lien the Vendor shall (i) notify the party in whose favour such encumbrance, charge or lien is created, of Purchaser's rights under this Agreement; and (ii) obtain such party's consent (and intimate such consent to Purchaser within seven (7) days of obtaining thereof) and in no case later than thirty (30) days from the date its supplying such Software to Purchaser Further, Vendor shall not, at any time, undertake any act or omission that shall limit, regress or abrogate either the licenses granted to Purchaser and Affiliates hereby or any rights accruing to Purchaser and Affiliates hereunder.

GCC 38.0 GOVERNING LAW & JURISDICTION

The Agreement shall be interpreted in accordance with and shall in all respects be subject to the Laws of India as applicable from time to time to the Contract. Subject to the provisions of Article 27 and to the extent permitted under the provision of (Indian) Arbitration & Conciliation Act, 1996 the principal civil court of original jurisdiction of Mumbai (India) shall have exclusive jurisdiction in all matters relating to or arising out of the Agreement.

GCC 39.0 FORCE MAJEURE

39.1 In this Article, "Force Majeure" means an event which makes it impossible or illegal for the party claiming Force Majeure ("Affected Party") to perform its obligations under the Agreement and which act or event is (i) beyond the reasonable control and not arising out of the fault of the Affected Party; (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care; and (iii) has a material adverse effect on the works. For the purpose of this Article 39 a Force Majeure event shall include

(a) Act of God or events such as epidemic and pandemic beyond the reasonable control of the Affected Party and against which an experienced party could not be reasonably expected to take precautions, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire to the extent originating from a source external to the Site or beyond design specification for the construction Works;

(b) Contamination by radio-activity from any nuclear fuel, or from any nuclear Waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly;

(c) Riot, commotion or disorder, strikes or boycotts which interrupt supplies and services to the Works for a period exceeding a continuous period of seven (7) days in a year, unless solely restricted to employees of the Vendor or of his Sub-Vendors ;

(d) Any discoveries or archaeological finding that prevents a Party from discharging its obligations;

(e) Expropriation or compulsory acquisition by any governmental agency of any assets or rights of the Parties;

(f) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, sabotage, insurrection, act of terrorism, military invasion or civil commotion which interrupt supplies and services for a period exceeding a continuous period of (7) days in a year ; and

(g) Industry wide, city wide, state wide or India wide strikes or industrial action or any public agitation.

(h) Act of terrorism. For this purpose an act of terrorism means any terrorist or disruptive activity perpetrated by an outfit banned by the Government of India as a terrorist organization.

(i) Any events/Act due to Political Event such as amendment in Constitutional Law of State or India, adversely impacting in execution of Supply or performance of Work.

39.2 In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Agreement, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which cause lasts.

39.3 Upon the occurrence of any Force Majeure event, the Party so affected in the discharge of its obligation shall promptly, but no later than **five (5)** days give written notice of such event to the other Party. The Affected Party shall make every reasonable effort to remove or remedy the cause of such Force Majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of a Contract for a continuous period of more than **thirty (30)** days, the Parties shall meet and determine the measures to be taken. If the Parties do not reach an agreement on such measures within 7 days Purchaser shall be entitled in its discretion to terminate the Agreement or Contract affected by such occurrence, without any obligation or liability EXCEPT for amount due for the certified completion of Work up to the date of termination/suspension of Contract.

39.4 Any delay or failure in performance by either Party hereto to the extent, such delay or failure is caused by Force Majeure, shall not give rise to any claims for damages or loss of anticipated profits or Liquidated Damages or Contract Price related to unexecuted performance of the Contract.

The affected Party shall use all reasonable efforts to mitigate the effects of a Force Majeure, including but not limited to, the payment of all reasonable sums of money by or on behalf of the affected Party, which sums are reasonable in light of the likely efficacy of the mitigation measures. Save as expressly provided above, the Purchaser/Owner shall not be liable to make any payments in respect of a period of or for consequences arising out of a Force Majeure. The cost incurred due to Force Majeure shall be borne by each Party for their contractual obligations without any recourse against each other.

GCC 40.0 PROTECTION AND PACKING

40.1 Unless otherwise provided in the Contract, all Goods shall be suitably protected against corrosion during transit and shall be painted in accordance with the Purchaser's general specification for corrosion prevention and painting, respectively, listed in the Contract.

40.2 The Goods shall be carefully packed and protected or bundled according to the nature of the Goods and in a manner appropriate for safe and secure transit according to the destination and in accordance with any special instructions contained in the Contract. All packing cases are non-returnable unless otherwise specified in the Contract.

Domestic Packing: The Goods must be suitably packaged to withstand the handling and elements encountered during shipment on a common carrier from Vendor's point of shipment to point of installation, anywhere in India.

Import Packing : The Vendor shall provide for secure protection and packing of the material in accordance with the best established practices, so as to protect material from damages under conditions which may involve multiple handling, transportation by ship/ rail/road, storage, exposure to heat, moisture, rain etc. Any breakage, damage, and/or pilferage, including when in transit, arising from faulty packing shall be the responsibility of the Vendor. Bill of Lading shall not be considered as sufficient proofs that material are securely packed.

All packages shall be visibly marked mentioning Contract number and name of Purchaser in bold letters and must contain copies of challans /packing slips inside and/or as specified in the Contract(s).

40.3 Shelf Life of Goods

The Shelf Life of any Goods means the life of the Goods as assured by the Vendor / Supplier / original manufacturer to perform for the purpose it is supplied under the Contract to the Purchaser which includes the guaranteed period of such Goods, after expiry of such period, the Goods has to be replaced.

Upon Delivery of such Goods at Purchaser's/Owners' designated premises, the Shelf Life of Goods must be performed 100% or optimum level as prescribed / guaranteed. The Vendor shall submit the original manufacturer's certificate towards its Shelf Life against each of such Goods Delivered.

Any Delivery of Goods at Purchaser's designated premises having Shelf Life less than the Shelf Life mentioned above, shall be subjected to prior written approval of Owner/Purchaser and such Goods may be accepted or rejected at the absolute discretion of Owner/ Purchaser. If any Goods are Delivered, whose Shelf Life does not conform to the above requirements, it shall promptly be replaced by the Vendor at its own cost within seven (7) working days upon being notified by the Purchaser. Such replaced Goods must have the Shelf Life, at least for the balance period of the original replaced Goods. The expenses/cost of replacement of such Goods along with all other ancillary costs including taxes, duties and cess etc., shall be borne by the Vendor and the Purchaser shall in no way bear any cost, expenses, cess, charges, interest, compensation etc., towards such replacement.

GCC 41.0 MARKING

Unless otherwise provided in the Contract, all the parts and components of the Goods shall be identified by a hard stamped metal tag or some other indelible marking to be specified or approved by the Purchaser, showing Contract number, item number, material code, Shipment Control Note (SCN) number, barcode and part number (where applicable). The metal tag shall be secured to the part or component by metal wire or by some other method with prior approval in writing by the Purchaser. The same marking shall be legibly painted on the item where practicable. Such marks shall be embodied on the Drawings and shall confirm to those indicated on the Purchaser's drawings in cases where these are supplied. Further ,all the Parties and components of the Goods shall be identified by pasting /sticking RFID /barcode tag to be provided by the Purchaser ,loaded with relevant data like Contract number, item number, material code and part number (where applicable), TC, or any other Document as advised by the Purchaser.

GCC 42.0 SHIPPING, INSPECTION AND DISPATCH

42.1 **Shipping**

1. Prior to shipment, the Goods shall be thoroughly cleaned and all water, dirt, sand, weld metal, spatter, welding electrode, stubs and foreign matter shall be removed.

2. Finished surfaces shall be coated with heavy grease, and flanged openings shall be properly protected with suitable covers as per details given below

Machined surface shall be coated with easily removable rust protective grease or strippable protective coating and the entire gasket surface of the flanges shall then be covered over with heavy duty plastic flange protectors duly bolted together. Alternatively steel- strapped wood, wood fiber, or metal covers may be used with a plastic sheet placed between the coated flange and cover for additional protection.

42.2 **Pre-Inspection Communication**

As soon as Goods are ready for inspection, Vendor must communicate to Purchaser/ indicating the details of Goods that will be offered for inspection.

42.3 **Post-Inspection Communication**

Vendor shall advise the Purchaser the details of Goods that have been cleared for dispatch with Contract reference details to enable the Purchaser to issue dispatch instructions.

42.4 **Dispatch of Goods**

1. Vendor shall notify the Purchaser when Goods are ready for dispatch but shall not effect dispatch until instructed by Purchaser in writing.

2. Should Goods be dispatched prior to receipt of written instruction, Purchaser reserves the right to return Goods to Vendor's or Sub-Vendor's works at Vendor's Risk and Cost. Irrespective of whether Goods are so returned or not, payment will be deferred until Purchaser accepts Goods for their intended use. Such an acceptance will be subject to the satisfactory fulfillment of Purchaser's requirement, which may include alternative examination, testing and inspection, additional guarantees and other compensations, all at Vendor's cost.

3. Vendor shall be liable for any additional cost (including taxes, duties and other charges and cess if any) to be incurred by the Purchaser resulting from Vendor's failure to comply with Purchasers' requirements for documentation, certification, packing, marking, shipment and

place of Delivery under the Contract. Any cost incurred by the Purchaser due to submission of incorrect Documentation by the Vendor, shall be to the account of the Vendor.

42.5 **Receipt of Goods**

On receipt of the Goods at Purchaser's designated premises as stipulated in the Contract, Purchaser shall acknowledge the receipt of the Goods under terms and conditions of the Contract. It is Vendor's responsibility to Delivery Goods at destination place of the Purchaser. Due to any issues including of incorrect or incomplete Documentation, the Vendor assumes all Risk and Cost till Goods/Equipment is duly accepted by the Purchaser in terms of the Contract.

42.6 Unloading and Storage

42.6.1 The Supplier shall, upon Delivery to the Site, be responsible for unloading, handling and storage of Goods including expediting, receiving, inspection and documentation.

42.6.2 The Supplier shall warehouse or otherwise provide appropriate storage at Site (in accordance with manufacturers' recommendations and taking into account climatic and other relevant conditions at the warehousing Site) for all Goods/Equipment.

42.6.3 All Goods / Equipments shall be (i) stored at appropriate location approved in advance by Purchaser, and ii) properly tagged and identified for segregated from other goods. The Supplier shall arrange and be responsible for security of all the Goods / Equipments to be incorporated in or forming part of the facilities and tools, tackles, spares and other items, which are required to be Delivered to the Purchaser under the Contract till acceptance of such items, as the case may be, by the Purchaser.

GCC 43.0 UPGRADES AND ENHANCEMENTS

43.1 Upgrades shall be in the form of

a. Major Version a hardware or software package which provides substantial operational and performance improvement over the previous version as well as adds additional features (whether basic, optional, or otherwise) and services, plus Enhancement/s, accumulation of minor releases, Maintenance Releases and Patch/es issued since the previous major release.

"Enhancement" shall mean the modification or improvement over the previous version that improves the performance, functionality, or capacity of the Goods.

b. Minor Version contains minor elements of new functionality, enhancements, performance or features, plus accumulation of maintenance releases and patches issued since the previous minor release.

c. Maintenance Release contains fixes to several problems, plus accumulation of patches issued since the previous maintenance release; may include one or more minor enhancements to existing functionality, performance or features.

d. Patch a fix to one or more specific problems, defect, and/or enhancements.

Upgrades are identified by a version number A.B.C.D in which

a. "A" is the Major Version number

b. "B" is the Minor Version number

c. "C" is the Maintenance Release number

d. "D" is the Patch number

An Upgrade, which is renamed for any reason whatsoever, will however continue to be covered hereunder as "Upgrade".

Further, all variants of the Goods that perform substantially similar functions as the Goods, shall be deemed to be Upgrades.

43.2 The Vendor will make available to Purchaser, at such times as they become generally available to other customers, all Upgrades and Enhancements for any Goods that Purchaser has purchased pursuant to the terms of the Agreements. The Vendor shall give Purchaser no less than three (3) months' prior written notice of the introduction of any Enhancement. In addition, on half yearly basis in each year during the Term, as a part of the technology planning process, the Vendor shall provide Purchaser with a forecast of future Upgrades and Enhancements then currently being developed by Vendor or any Vendor Affiliate. The Vendor shall at all times take all reasonable measures to ensure that Upgrades and Enhancements will not introduce or release any Malicious Code or Disabling Code into any part of the Purchaser network.

43.3 Software and firmware Upgrades and Software and firmware Enhancements shall be provided and appropriately installed by Vendor (i) at no charge, during the Warranty Period; and (ii) subject to the purchase of the Goods at no additional charge. With respect to any Software or firmware Upgrade, Enhancement or Combined Release, Purchaser shall not be responsible for bearing the cost of any additional hardware that may be required to support the same. Additionally, Purchaser shall not be obligated to pay any amount for any features contained in any Upgrade.

43.4 In the event that any Upgrade or Enhancement supplied by the Vendor has the effect of preventing the Purchaser network or any part thereof from satisfying, or performing in accordance with the Technical Specifications or otherwise adversely affects the functionality or features of the Purchaser network or any part thereof, the Vendor shall promptly retrofit or take such other corrective action (including the installation of any additional Products, at the Vendor's sole cost and expense) as may be necessary to assure that the Purchaser network or any such affected part thereof, as modified to include each such Upgrade or Enhancement, shall satisfy and perform in accordance with the Technical Specifications, and restore all pre-existing functionality and features, in each case without any cost or expense to Purchaser. Failing this, the Vendor shall promptly and at no cost to Purchaser, remove such Upgrade and/or Enhancement from the Purchaser network, restoring the Purchaser network to its pre-existing state, and refund to Purchaser all Charges paid for the same. Following such removal, Vendor shall perform all necessary corrective actions in and upon such Upgrades and/or Enhancements and shall re-test and re-deploy the same no later than thirty (30) days from the date of initial introduction into the Purchaser network.

GCC 44.0 INDEMNIFICATIONS AND LIMITATION OF LIABILITY

44.1 The Vendor shall, at its own cost and expense, defend, indemnify and hold Purchaser and its Affiliates, Authorised Persons and their respective partners, directors, officers, agents and employees (**"Purchaser Indemnities "**) harmless from and against any and all loss, claims, demands, actions, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation all reasonable attorneys' fees) (collectively referred to as **"Liabilities"**) which are brought against or incurred by any Purchaser Indemnities for

(a) injury to persons (including physical or mental injury, libel, slander and death) caused by or relating to the strict liability of the Vendor, its Affiliates, any Sub-Vendor or their respective officers, employees, representatives or agents (collectively referred to as **"Vendor Indemnitors "**),

(b) loss or damage to real and tangible property, caused by (or relating to the strict liability of) Vendor Indemnitors.

(c) violation of Applicable Laws by Vendor Indemnitors.

(d) any claims arising out of or in connection with the Vendor's obligations in accordance with and pursuant to GCC 36 (**'Infringement'**) and GCC 34 (**'Nondisclosure'**), or

(e) any other liability or loss that shall

(i) have resulted from any fraud, negligent or willful act or omission or from the default of Vendor Indemnitors in the performance of the Agreement or,

(ii) shall be a liability or loss for which the Vendor Indemnitors are legally liable.

44.2 Subject to this GCC 44, Purchaser shall, at its sole cost and expense, defend, indemnify and hold harmless Vendor and its respective directors, officers, agents, representatives, and employees (collectively referred to as **"Vendor Indemnitees "**) from and against any and all Liabilities which are brought against or incurred by any Vendor Indemnitees for

(a) injury to persons (including physical or mental injury, libel, slander and death) caused by or relating to the strict liability of Purchaser,

(b) loss or damage to real and tangible property, caused by (or relating to the strict liability of) Purchaser or,

(c) violation of Applicable Laws by Purchaser.

e) any claims arising out of or in connection with Purchaser's obligations in accordance with and pursuant to GCC 34 (Nondisclosure) or

(e) any other liability or loss that shall (i) have resulted from any fraud, negligent or willful act or omission or from the default of Purchaser in the performance of the Agreement; or (ii) be a liability or loss for which Purchaser is legally liable.

44.3 **Limitation on Liability**

Notwithstanding anything to the contrary in the Contract but subject to GCC 45 (**'Consequential Damages'**), the aggregate liability of either Party to the other Party in respect of all claims for liabilities arising under the Contract shall not exceed the Contract Price under which the liabilities arose except that such limitation shall not apply to the provision of GCC 44.1, GCC 44.2 except GCC 44.2 (c), or pursuant to any other GCC where such limitation is expressly excluded.

GCC 45.0 CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary in the Contract, except for breach of obligations under GCC 34 (**"Non-disclosure"**) and except as expressly provided in the Contract, in no event, as a result of the breach of the Contract or breach of warranty or otherwise, shall either Party hereto or either Party's Affiliates or sub Supplier/Vendors, be liable under the Contract to the other Party for any consequential, special, indirect, exemplary or incidental damages, and/or for any lost profits, goodwill or revenues of such non defaulting Party, howsoever arising, before or after Acceptance of the Goods and whether or not such damages are foreseeable. Having known the special requirements or circumstances of the Purchaser to meet the Contractual obligations, any default or breach of the Contract by Supplier shall result into Liquidated Damages or likely compensation or damages from defaulting Party.

GCC 46.0 WARRANTY DEFECTS AND LIABILITY

46.1 Vendor warrants that the Works or any part thereof shall be,

a) Free from defects and deficiencies

b) Of the quality as specified in the in the Technical Specifications or SCC and;

c) Conform to and comply with in all respects to the terms of this Contract

d) Free from any liens or any other encumbrances.

46.2 This Contract is awarded to achieve the intent of the Contract and scope of Work mentioned therein and hence the Vendor irrevocably commits and undertakes to the Purchaser its unequivocal intent to fulfill the terms of the Contract with respect to the requirement set in the Tender besides adhering to quality and performance parameters given in the Contract.

46.3 Completion of Outstanding Work and Remedying Defects

"Defects Liability Period" shall mean minimum period of twelve (12) months calculated from the date of issuance of each Acceptance Certificate for the Stage or mentioned in this Contract/Agreement, Works or any part of the Works. Provided that, if any part of the Works or subsystems or part or component of that part of the Works has been replaced, renewed or repaired during the Defects Liability Period, the Defects Liability

Period in respect of such part or subsystem or components of that part shall again start for a period of twelve (12) months from the date of such replacement, renewal or repair has been completed to the satisfaction of the Purchaser's Representative.

46.4 Scope of Work during the Defects Liability Period

During the Defects Liability Period, the Vendor shall be solely responsible for carrying out and completing the rectification Works. The Purchaser's Representative shall also have the right but not the obligation to instruct the Vendor to complete certain rectification Works set out in such instructions. The Vendor shall in addition to rectification Works listed out by it, shall also carry out the rectification Works instructed by the Purchaser's Representative and for carrying on such work the Vendor shall at its own cost provide competent and skilled personnel and maintain adequate stock of spares so as to promptly fulfill its obligations during the Defects Liability Period. The Vendor shall if required by the Purchaser's Representative carry out such searches, tests or trials as may be necessary to determine the cause of any defect, imperfection or fault. The rectification Works must be carried out at all times and in all respects to meet the Purchaser's Requirements throughout the Defects Liability Period. In case the Vendor performs corrective action, and/or repairs, modifies, rebuilds and/or replaces any part of the Work/facility performed pursuant to its obligations under this Contract, the Warranty Period in respect of the part so corrected, repaired, modified, rebuilt and/or replaced shall be extended by period equals to the period during which the Work/facility or such part could not be used by the Purchaser because of any aforesaid reasons or equals to Work originally performed by the Vendor. Any work, service, material, or responsibility that is not expressly specified in the Contract but is necessary for the proper performance, completion, and functioning of the Scope of Works\ Works as per the intent of the Contract, shall be deemed to be included in the Supplier's Scope of Works. No additional compensation shall be payable by the Purchaser for such implied scope. In the event that the Purchaser, at its sole discretion, undertakes such work or services due to the Supplier's failure or delay, the Purchaser shall be entitled to recover the entire cost incurred, along with applicable overheads, from the Supplier. Such recovery shall be treated as being at the risk and cost of the Supplier, without any claim, recourse, or liability on the Purchaser.

46.5 Cost of Remedying Defects

46.5.1 All rectification Works referred to in Article 10.4 shall be executed by the Vendor at its own cost, if the necessity for such work is due to,

a) The defect or shortcoming in Drawings and Designs for the Works or any pattern failure;

b) Plant, Materials or workmanship not being in accordance with the Purchaser's Requirements; or

c) Failure by the Vendor to comply with any of its obligations under the Contract.

46.5.2 If in the opinion of the Purchaser's Representative, any rectification Work is required to be carried out due to reasons other than as set out in Article 10.5.1 above, the Purchaser's Representative may, in consultation with the Purchaser, require the Vendor to carry out such rectification Works for which a reasonable amount as determined by the Purchaser's Representative shall be payable.

46.5.3 If the Vendor fails to complete the rectification Works during the Defect Liability Period, the Purchaser (at its sole discretion) may

a) Carry out the work itself or by others, at the Risk and Cost of the Vendor;

b) Require the Purchaser's Representative to determine and certify a reasonable reduction to the Contract Value;

c) If the defect or damage is such that the Purchaser has been deprived of substantially the whole of the benefit of the Works or part of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use, the Purchaser shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Vendor. The Purchaser reserves the right to recover the Risk and Cost from running bills or contractual payment or any outstanding of Supplier.

46.6 Removal of Defective Work

If the defect or damage is such that it cannot be remedied expeditiously on the Site and if the Purchaser gives consent, the Vendor may, remove from the Site for the purpose of repair any part of the works, which is defective or damaged. The consent may require the Vendor to increase the amount of Performance Bank Guarantee by the full replacement cost of items which are to be replaced or to provide other appropriate security acceptable to the Purchaser.

46.7 Further Tests

If remedying of any defect or damage is such that it may affect the performance of the Works, the Purchaser's Representative may require that certain tests be repeated to the extent necessary. The requirement shall be made by notice within twenty eight (28) days after the defect or damage is remedied.

GCC 47.0 TAXES & DUTIES AND PAYMENT

(A) TAXES & DUTIES (IMPORT ORDERS)

47.1 Prices for Goods is inclusive of all taxes and duties that are payable outside India. Vendor shall be solely responsible for payment of all expenses, including taxes, incurred outside India and up to CIF as defined under Incoterms Rules 2020 Indian port including packing and forwarding, Ocean Freight and or Insurance, any and all taxes and levies that are payable outside India. Payment of import duties under Indian Customs Act and taxes under India GST, payable on the importation of the Goods into India shall be the responsibility of the Purchaser.

47.2 Vendor shall be liable for any increase in the customs duties during or post clearance including fines, penalties, interest or any other liability imposed by Indian authorities in terms of the Customs Act, 1962, which are due to non compliance of any rules, regulations, notifications, statutory requirements, any valuation discrepancies, Technical Documentation errors, errors in any bill of entry, any error in any packing lists, supply, labels, shipping Documents or any reason that is attributable to the Vendor.

47.3 Purchaser shall not be liable to make any further payments whatsoever in connection with the purchase or use of the Goods to any other third party, including any license fees, royalties, levies or the like for use of the intellectual property embodied in or utilized with the Goods. For the avoidance of doubt it is clarified that, Vendor shall be responsible for all income taxes (including withholding taxes in India, if applicable) arising from Vendor's activities.

(B) TAXES & DUTIES (DOMESTIC ORDERS)

47.4 The prices for Goods are on destination basis in terms of the Contract. For the Goods covered under the GST Laws, all taxes that are applicable under CGST, SGST, UGST, IGST and GST Compensation Cess are included in the Contract Price. However, Supplier invoice shall indicate the value of Supply and GST on such Supply separately and in compliance with GST Laws. Supplier shall issue tax invoice for the Goods not covered in the GST Laws, the applicable ED, VAT / CST shall be payable extra at applicable rates if not included in the Contract Price.

(C) OTHER CONDITIONS

48 Vendor shall submit documents related to GST Registration such as GST Registration certificates active as on date of participation in the tender and also supporting documents if the Vendor is registered under Composition Scheme.

49 If unregistered under GST, give a declaration to that effect.

50 Vendor shall notify the company if it ceases at any time to be registered under GST and

also if obtains a new GST registration.

If Vendor is having multiple GST registrations, should intimate to the Purchaser from which GSTIN invoices will be preferred.

Timely provision of invoices/ debit notes / credit notes & E way bills under GST Laws

a. Supplier shall timely submit Tax invoice/ debit note/ credit note /other applicable documents as prevailing GST Law and within timeline as required under the GST Laws as so to enable Purchaser to claim tax/avail tax benefit/credit and it shall ensure that Purchaser must be able to claim ITC (Input Tax credit) as per applicable provision and restrictions of GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, debit Notes) shall be made within the time lines prescribed under the GST Laws.

b. Any consequence in terms of tax /loss of Input Tax credit ,interest and penalty there on on account of delayed in raising of Tax Invoice and/or submission of other applicable documents or adjustment documents as mentioned above shall be to the account of the supplier and the supplier shall indemnify and hold Purchaser good against any such consequential tax, interest , penalty or any other losses/damages.

c. Wherever applicable , three copies of Valid tax Invoices, other applicable documents as per GST Law shall issued by supplier in case of supply of goods (i.e "Original" for recipient , "Duplicate" for Transporter and Tripicate for supplier) . In case of supply of Services (i.e Original for recipient and "Duplicate for Supplier).

d. Further , the Invoices for supplies shall be as per the GST Law & Clearly bear the GSTIN/UID number along with Purchase Order/Work Order/Service Order number.

47.1 Where the Supply of goods/Service are liable to GST under reverse charge mechanism, the supplier shall clearly mention the category under which it has been registered and also that Advance payments Vendor/Supplier should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Act provisions.

47.2 Any liability arising out of Dispute on the tax rate, classification under HSN, calculation and payment of tax to the Government will be to the Vendor's account.

47.3 Where the supply of Goods are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that “the liability of payment of GST is on the Recipient of Supply”.

47.4 If the payment of GST received by supplier in spite of Goods or Service Supplied by said supplier is covered under RCM (Reverse Charges Mechanism) and GST is payable by Purchases, the supplier shall reimburse the amount of GST immediately to Purchaser so that default on part of purchase can be avoided.

47.5 In Case of Supplier’s failure to make appropriate declarations and/or Supplier failure to reimburse the GST amount, the same shall recoverable from supplier with interest at Such rate as may be applicable under section 50 of CGST Act 2017 from time to time. Such supplier will required to submit invoice for supply of services within 30 days from date of Invoice, Purchaser will be required to pay interest @18% or other applicable rate from time to time Under GST Law for delay in dischare of GST liability Under RCM. Any loss of Input Tax credit, penalty, interest, any other loss arising out of Supplier ‘s failure to submit Invoice within 30 days from its date, will be recovered by Purchaser from supplier with applicable taxes.

47.6 In case Supplier makes payments to any other person on behalf of Purchaser and subsequently claims reimbursement of such payment from Purchaser then such reimbursement claim is required to be submitted in same month in which such amount was paid on behalf of Purchaser. Any delay in discharge of GST liability Under RCM by Purchaser in relation to such reimbursement claim if result into loss of input tax Credit, penalty, interest, any other loss arising out of supplier’s failure to submit above mentioned reimbursement claim within same month of payment, will be recovered by Purchaser from supplier with applicable taxes.

47.7 HSN/SAC

1. HSN/SAC for goods & services respectively shall be specifically included in the tax invoices as required under the applicable provisions of GST Law. The manner and digits of such HSN/SAC Code shall be compliant with applicable provisions of GST law from time to time.

2. In case of receipt of advance or refund of such advance received where invoice against the said advance was not prepared, the supplier shall raise the necessary statutory documents. Further, the supplier shall also raise the prescribed documentation governing the movement of goods like e way bill, delivery challan etc as per applicable GST Law provision from time to time.

3. Supplier shall ensure correct classification of HSN/SAC and it shall indemnify Purchaser against any additional taxes, interest or penalty, if any imposed on Purchaser due to wrong classification of HSN.

47.8 E way Bill

a. Vendor/Supplier is responsible for issuance of E way bill and prevailing GST Law and within timeline as required under GST laws.

b. It is mandatory for Vender\Supplier to generate E way bill for each consignment and to fill the all details in the E Way bill.

c. It is the responsibility of the Vendor\Supplier to release the detained Goods, if Goods are detained by GST authorities for not carrying valid E Way bill by the transporter or for any other reasons. In case goods are detained by GST authorities, Purchaser reserves right to withheld the advance payment made to the Vendor for said consignment due to the Vendor or from Setoff/Recoveries otherwise as case may be till Goods are received at Project Site/Site or at store of Purchaser/Owner in original conditions.

d. The transporter must carry Goods with valid E Way bill, Tax Invoice/Delivery challan and other relevant documents in original under prevalent GST Law.

47.9 Vendor must compulsorily register at the Purchaser's "Vendor Portal" "gstportal.relianceada.com".

47.10 Vendor shall login into the Vendor Portal and enter invoice details in the portal before / on dispatch of goods. Vendor should upload the copy invoices and other Documents in the portal and forward the original copies along with conveyance and to the address mentioned in the Contract.

47.11 It is agreed that the invoices will be paid in two stages (a) Base Amount (b) Tax Amount. Tax Amount will be paid only after Vendor provides sufficient proof that the GST amount charged in its invoice is declared in GSTR-1 and GSTR-3 returns and payment of taxes has been made.

47.12 Wherever applicable, the Vendor shall be responsible to issue required Movment Documents / E Way bills for movement of Goods and the logistic partner / transporter shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper Documents or any mis-declaration.(Such as tax Invoice,delivery challan, e-way bill,e-invoices etc)

47.13 The Vendor shall give an undertaking at the time of acceptance of Contract, in the absence of which tax payment as on the Vendor's invoice shall be withheld.

"The tax component as mentioned in the invoice shall be deposited with GST Department as per Law by way of actual payment or by way of legal set off as per Law. The turnover billed shall be duly declared in my GST returns a copy of which shall be filed with the Purchaser. Should the input tax credit to the Purchaser be denied by way of any lapse on the part of the Vendor, the same shall be paid on demand and in any case the Purchaser is authorized to deduct the tax equivalent amount from the amount payable to the Vendor".

47.14 The Vendor shall ensure exact quantities are supplied as per standard packaging and if the quantities are short supplied, as per verification at the Vendor's site, the same shall be adjusted and net payment shall be made accordingly..

47.15 Time is the essence of Contract/Agreement. The Vendor shall supply the Goods/Equipment at place of destination in terms of the Contract.

47.16 The materials shall be supplied in the packaging as specified in the Contract.

47.17 The materials shall be supplied during working hours from 10AM to 6PM. No Delivery shall be effected after the time mentioned herein unless prior intimation is given to the Purchaser.

47.18 Any known post supply discount shall form part of terms of the Agreement/Contract i.e, it is required to be pre-agreed before any supply takes places and any discount given to the time of sale shall be recorded on invoice to enable Supplier/ Purchaser/claim tax adjustment.

47.19 In case there is any pre-agreed post supply discount then the Credit Note to that effect shall be issued within time limit prescribed in applicable provisions of GST Law to enable Purchaser to claim Tax adjustments.

47.20 The Purchaser shall charge SGST, CGST, IGST, UTGST, SGST Compensation Cess on the value net of discount agreed in the Contract even if the discount is given subsequently.

47.21 The supply of Goods, if imported into India, shall be considered as supply under interstate commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

47.22 While claiming reimbursement of duties, taxes etc. (like GST) from the Purchaser, as and if permitted under the Contract, the Vendor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Vendor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the Vendor. The Supplier shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.

47.23 In case of recovery of any amount in the nature of Liquidated damages, penalty, fine or any other recoveries from the Vendor on account of non-performance or breach of any of the clause and /or condition stipulated ion the agreement, should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

47.24 In case of Price Variation or Exchange Rate variation, or any other variation is applicable, GST shall be applicable on the net invoice value after the variation is taken into account. The Purchaser shall not be responsible for the Vendor's tax payment or duty under a misapprehension of the law. In case of any dispute in relation to Invoice(s) already issued, same is to be resolved amicably in consultation with Purchaser at the earliest, however if it appears that such resolution will not take place until November of financial year immediately succeeding the financial year in which such invoice(s) was /were issued, amount of GST will not paid/if already paid will be recovered along with applicable interest/Interest as decided by Purchaser. Such supplier may choose to Issue GST Credit Note Under relevant provisions of GST Law within such time to enable both Parties to claim tax adjustments and avoid any tax/Input Tax Credit/Penalty loss.

(D) TAX INDEMNITY ARTICLE

47.25 Vendor agreed that it will be solely responsible for performing all compliances and making payments of all taxes (direct tax or indirect tax including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of Laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under Laws/ regulations applicable in India or overseas.

47.26 In case any tax liability (including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability becomes payable by Purchaser due to failure of the Vendor, or any of its affiliates in India or overseas including any agent/ third party Vendor or any other person appointed by such affiliates for the purpose of this agreement, to comply with the relevant Laws/ regulations applicable in India or overseas, Vendor undertakes to indemnify Purchaser for an amount equal to amount payable by Purchaser.

47.27 Further, Vendor undertakes to keep Purchaser indemnified at all times against and from all other actions, proceedings, claims, loss, damage, costs and expenses which may be brought against Purchaser or suffered or incurred by Purchaser and which shall have arisen either directly or indirectly out of or in connection with failure of The

Vendor, or any of its affiliates in India or overseas including any agent/ third party Vendor or any other person appointed by such affiliates for the purpose of this agreement, to comply with relevant obligations/ compliance under any Law/ regulations applicable in India and overseas.

47.28 The Parties agree to follow the following process in case any Communication of demand, arising out non-compliance by Vendor (along with its affiliates in India or overseas including any agent/ third party Vendor or any other person appointed by such affiliates for the purpose of this agreement), is received by Purchaser

a) On Purchaser receiving any Communication from a competent authority demanding tax liability (including but not limited to income-tax, transfer pricing, SGST, CGST, IGST, UTGST, GST Compensation Cess, custom duty, research and development cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability, Purchaser shall, within 5 common working days from the date of receipt of such Communication (save where the period to respond to the relevant authority is less than five days, in which case, as soon as reasonably possible) inform Vendor in writing of such Communication.

b) Pursuant to receiving Communication from Purchaser, Vendor shall suggest to accept the Communication and pay the demand amount to the competent authority. In such an event, Vendor shall reimburse such amount paid to

Purchaser within 5 working days from the date of payment by Purchaser to the competent authority.

c) If Vendor advises in writing and Purchaser agrees to Dispute the demand, then Purchaser shall Dispute the matter with competent authority as per due process prescribed under the regulations and Purchaser shall not pay the Tax Demand. In such scenario, cost of litigation including but not limited to Counsel cost, filing fees, other related charges, should be reimbursed by Vendor to Purchaser. Additionally, If any coercive steps of recovery are initiated by the department, then Purchaser would pay such amount (including by way of adjustment of refunds due to it) and the same would be reimbursed by Vendor within 5 working days from date of such recovery from Purchaser. Purchaser will take all necessary steps to avoid such recovery measures.

47.29 On determination of the demand through an Order issued by a Tribunal or any other similar authority, by whatever name called, under any Law applicable in India or overseas, if the demand or any part thereof becomes payable and is paid by Purchaser, then Vendor undertakes to reimburse such amount to Purchaser within ten (10) days from the date of payment. Alternatively, if on determination of the demand through an Order, no amount is Payable by Purchaser then any refund arising to Purchaser due to such an order shall be passed on to Vendor within 10 days from the date of receipt of refund.

(E) ANTI PROFITEERING

Under the GST Law, any economic or tax benefit arising out of reduction in basic price / base price including GST, it is mandatorily required to be passed on the benefit direct or indirect to the Purchaser by the Supplier. Similarly, the benefits enjoyed by Vendors' supplier and other players in the supply chain are also required to be passed on to you by them, which in turn shall be passed on to us by way of price reduction. The responsibility to pass on the above benefit vests with Supplier. The Purchaser reserves the right to understand and seek the manner/ mechanism in which such benefits are passed on to the Purchaser during or after execution of this Contract / Agreement but before Contract Closure. The Supplier agreed that the Purchaser shall recover such reductions in Contract Price under this Article from outstanding amount of the former.

(F) Change in Taxes and Duties

Subject to this Article, if there is a change in the taxes and duties (direct tax and indirect tax) or any change in the Law or legislation or implementation of any new laws or legislations occurring during the tenure of the Contract which may result in any benefit or advance to the Vendor, the Vendor is bound to pass the equivalent benefit arising out of such or any other changes in the Law or legislation or on account of any new Laws and legislation to the Purchaser unconditionally in respect of the Works, (each, a "Change in Tax Law"), the Contract Price shall be adjusted to take into account such Change in Tax Law by addition to the Contract Price or deduction there from, as the case may be, and Vendor may submit a request for a preliminary change order as per Contract.

The adjustments to the Contract Price shall be expressly limited to direct transactions between Purchaser and the Vendor and the Vendor shall not be entitled to submit a request for a preliminary change order with respect to (a) a Change in Tax Law directly or indirectly relating to income taxes, surcharges on income taxes, personnel income taxes and fringe benefit taxes; (b) a Change in Tax Law in connection with the procurement of raw materials and intermediary components by the Vendor; and (c) a Change in Tax Law in connection with taxes imposed on Goods dispatched from the facilities of a Sub-Vendor or Supplier or to the facilities of the Vendor. The Purchaser shall not be obligated to pay any increase in taxes incurred due to a delay in Acceptance Certificate attributable to the Vendor.

All tax credits / exemptions / concessions / incentives / other benefits that arise in the supply chain by way of any Change of Law, as mentioned above, thereby resulting into overall cost reduction, shall be to Purchaser's account without any Dispute or litigations.

(G) Payment

The Supplier shall submit to Purchaser, monthly on-account Tax Invoice / E-invoice on or before the 10th of every month in respect of the Works executed by the Supplier in the preceding month. If the Supplier fails to submit Tax Invoice / E-invoice by the 10th of any month, then the Purchaser shall have the right to consider such Tax Invoice / E-invoice only in the immediately succeeding month. The Tax Invoice / E-invoice shall only be for such Works, as, in the opinion of the Purchaser, the Supplier has executed in accordance with the Contract.

The Tax Invoice / E-invoice to be submitted by the Supplier shall be in the format furnished by the Purchaser (Refer Annexure F appended herein). The Purchaser shall scrutinize the Tax Invoice / E-invoice to check for any errors and to verify that the amount claimed under the Tax Invoice / E-invoice is in conformity with the Contract and GST Laws. If the Purchaser discovers any errors in the Tax Invoice / E-invoice or determines that the amount claimed in the Tax Invoice / E-invoice is not accurate or the amount does not conform in terms of the Contract / PO, or if the Purchaser determines that any amount claimed in the Tax Invoice / E-invoice is not payable for reason(s) attributable to Supplier, then the Purchaser shall determine the amount payable to the Supplier in respect of such Tax Invoice / E-invoice ("**Certified Amount**") within the stipulated period as provided in the Contract from the date of receipt of such Tax Invoice / E-invoice. The balance amount (i.e. the amount claimed in the Tax Invoice / E-invoice less the Certified Amount) shall be treated as disputed and shall be determined in accordance with Article 27 (other than Article 27.1 and 27.2).

After determination of the Certified Amount, the Purchaser adjust the Certified Amount for all statutory deductions if any under Income Tax Act 1961 recoveries for any advances made to the Supplier (subject to the Payment Terms) and any amounts due from the Supplier to the Purchaser under the Contract. Thereafter, the Certified Amount shall be paid to the Supplier in terms of the Contract from the determination of the Certified Amount.

Supplier shall issue the Tax Invoice / E-invoice within the time limit prescribed under the relevant Laws. Payment shall be released only when the furnish appropriate Documents evidencing payment of applicable GST amount and fulfill all compliances prescribed by relevant Laws prevalent at the time of supply of Goods / Equipment, payment or raising of Tax Invoice / E-invoice. Any change in the prices agreed between the Parties due to reasons including but not limited to discounts, price adjustments etc. shall be clearly recorded on the face of the Tax Invoice / E-invoice. Suppliers shall duly comply with the prescribed Laws in order to enable the Purchaser to avail appropriate input tax credit discharged by the Suppliers or Sub Suppliers. Any loss of input tax credit arising on account of any reason including but not limited to negligence, fault, etc. of the Suppliers or Sub Suppliers shall be deducted from any monies due or that may become due to Supplier or if such monies are insufficient, Suppliers shall forthwith pay the deficient amount within forty five (45) days of written request.

(H) Indian Income Tax on Goods / Equipment under Income Tax Act 1961

It is mandatory for Supplier to collect Purchasers' Permanent Account Number (PAN) or the Adhaar card number of Purchaser to meet the compliance under Section 206C (1H) of the Indian Income Tax (IT) Act 1961. The Purchaser is not responsible for any financial or commercial loss, interest or penalty incurred by Supplier, in case Supplier fails to collect the said documents from Purchaser. Supplier will discharge income tax at prevailing rate under Section 206C(1H) of IT Act 1961 to Ex-Chequer in timely manner as applicable under IT Laws and provide Tax Collection at Source (TCS) certificate(s) to Purchaser on demand in writing. In case Goods or Equipment or part thereof is returned to Supplier in terms of the Contract, the TCS is not refunded to the Purchaser. Supplier must write TCS amount on the Tax Invoice / E-invoice.

Tax Collection at Source under Section 206C(1H) of Income Tax Act 1961 has to be shown in the E-invoice. Vendor MUST Communicate to Purchaser before submission of final Tax Invoice as there are few more relevant Documents are required by the Purchaser. Tax Collection at Source under Section 206C(1H) of Income Tax Act 1961 has to be shown in the Tax invoice.

GCC 48.0 INDEPENDENT VENDOR

Nothing in the Agreement shall be deemed to constitute either Party a partner, agent or legal representative of the other Party, or to create any fiduciary relationship between the Parties. The Vendor is and shall remain an independent Vendor in the performance of its obligations hereunder, maintaining complete control of its employees, agents, Sub-Vendor and operations required for performance of the obligations under the Agreement.

GCC 49.0 **CONSTRUCTIONS OF DOCUMENTS**

Each Party represents, warrants, and acknowledges that it has been represented by effective counsel and that the Agreement will not be construed in favour of or against either Party due to that Party's drafting of the Agreement.

GCC 50.0 LANGUAGE

All Documents pertaining to the Contract including correspondence, operating and maintenance manuals/instructions, schedules, reports, and other submissions by either Party to the other shall be in the English language.

GCC 51.0 FINANCING (WHEREVER APPLICABLE)

During the execution of the Contract, the Purchaser may decide to novate the Contract in full / part thereof to any Leasing or Financial Institution for financing or for any other purpose. In such cases Vendor shall be obliged to co-operate in meeting the requirements of the leasing Institutions. Purchaser shall ensure that all technical and commercial conditions of the Contract are maintained. Vendor shall be compensated for any additional tax liabilities, which may result due to inability of the Purchaser or the leasing Company to issue necessary certificates.

GCC 52.0 DEFERRED PAYMENT GUARANTEE SCHEME (WHEREVER APPLICABLE)

During the execution of the Contract, the Purchaser may request the Vendor to organize the payments under valid Deferred Payment Guarantee Scheme if the Vendor has such facilities. In such cases Vendor shall be obliged to co-operate in meeting the requirements of the Financial Institution(s). Purchaser shall ensure that all technical and commercial conditions of the original Contract are maintained. Vendor shall be compensating for any additional liabilities, which may result due to application of Deferred Payment Guarantee Scheme.

GCC 53.0 DELIVERY TERMS & ADDRESS

53.1. The Goods shall be Delivered in accordance with the Delivery terms specified in the Contract. The Vendor shall also provide estimate of Freight & Insurance in case of FOB. If the Delivery terms is CIF, Vendor responsibilities ceases till Indian port of discharge or any other port / destination as stipulated in the Contract. The Delivered Duty Paid (DDP) or Delivered at Place Unloaded (DPU) price terms are governed by Incoterms.

Transhipment- Not allowed unless specifically permitted in individual Contract.

Part Shipment -Not allowed unless specifically permitted in individual Contract.

Acceptance of Goods shall also be subjected to ,

a) Receipt of factory/staging test and inspection reports from Vendor

b) Receipt of test reports and dispatch clearance/release note by Purchaser

c) Receipt of all Documentation.

53.2. The payment will become due and payable only if Tax Invoice is undisputed.

53.3. Anything especially not mentioned in the Contract but required to fulfill the obligation of the Supplier under the Contract shall deemed to be included in the Scope of Works of the Supplier. The Purchaser shall not be liable to any additional cost in such Scope of Works, in case Purchaser undertakes such Works on behalf of Supplier it shall be at Risk and Cost of the Supplier without any recourse on Purchaser.

GCC 54.0 DELIVERY SCHEDULE

54.1. Vendor shall Deliver all Goods as set forth in the SOW of a Contract as per the schedules set out in the Contract.

54.2. Purchaser shall have sole option to delay Delivery of Goods by upto ninety (90) days and Vendor agrees to delay Delivery of Goods up to ninety (90) days at no cost to Purchaser if so advised in writing by the Purchaser.

54.3. The Delivery / dispatch instructions will have to be signed jointly by two senior officers, the one from Purchaser side and one from Vendor side. The same shall be mentioned in the documentary credit opened by the Purchaser.

54.4. **IMPORT OF IRON AND STEEL – CUSTOMS CLEARANCE**

In case price basis is DDP or DPU as per Incoterms Rules 2020 but subjected to clearance of iron and steel import under Chapter 72. 73 and 86 of Indian Trade Classification (ITC) by Supplier, the Supplier shall require to adhere to DGFT policy (vide notification number 17/2015-2020 dated 5th Sep 2019) as furnished herein and such announced from time to time.

"The importer shall require to submit advance information online of 'Steel Import Monitoring System' (SIMS) for import of items and obtain an automatic Registration

Number by paying registration fee of Rs.1 per thousand subject to minimum of Rs.500 and maximum of Rs. 100,000 on CIF value. The importer can apply for registration not earlier than 60th day and not later than 15th day before the expected date of arrival of import consignment. The automatic Registration Number thus granted shall remain valid for a period of 75 days. Importer shall have to enter the Registration Number and expiry date of Registration in the Bill of Entry to enable Customs for clearance of consignment. The SIMS will be effective from 01.11.2019. i.e. Bill of Entry on or after 01.11.2019 for items as listed in the Annex to this Notification shall be governed by SIMS. The facility of on line Registration will be available with effect from 16/09/2019."

GCC 55.0 NO INTEREST

Vendor hereby certify that it does not have any subsisting direct or indirect and/or vested interest or relationship, including, without limitation, ownership interest or otherwise, in Purchaser and/or any of its Affiliates during and for the purpose of the Agreement.

GCC 56.0 DISCLAIMERS

The Vendor certifies that neither it, nor its Affiliates, nor to its knowledge any of its employees, representatives, or agents, has made, offered to make or agreed to make any loan, gift, donation or other payment, directly or indirectly, whether in cash or in kind, to or for the personal benefit of the employees of Purchaser or its Affiliates or any other Person or third party by whatsoever name called to obtain any Contract or in connection with execution or performance of the Agreement. The Vendor further, confirms that if it learns of or has reason to know of any such payment, offer or agreement to make a payment to any of the above mentioned persons or entities for the purpose of obtaining any Contracts or in connection with execution or performance of the Agreement, it will immediately inform the Purchaser in writing communicating to the Purchaser all information in respect of the above within the knowledge or possession of the Vendor.

GCC 57.0 CONFLICT AND PRIORITY OF DOCUMENTS

57.1 Where there may be any disparity between any of the above general instructions, terms and conditions and the other specific requirements included in the Contract, the other specific requirements shall take precedence over these general instructions, terms and conditions.

57.2 The Documents forming the Agreement are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the Documents, the Purchaser shall issue necessary clarifications or instructions to the Vendor, and the priority of the Document shall be as follows,

1. Post SAP Contract changes which are mutually agreed and signed by Parties.
2. SAP Order signed by Parties.
3. Price Schedule.
4. Special Conditions of Contract.
5. Tender Documents, other Documents including technical specifications & etc., forming part of the Contract.
6. Meetings, correspondence, notes & etc.

GCC 58.0 MOST FAVOURED CUSTOMER

If, hereafter, Vendor sells, supplies, Delivers the Goods, and renders any services to any party on a more favorable basis than the terms of the Agreement Vendor undertakes that it shall promptly offer the same terms to Purchaser retrospectively, and the terms of the Agreement shall stand revised accordingly. Alternatively the Vendor shall furnish the Auditor's certificate that; it has not sold, Delivered the Goods to the other parties on more favorable terms than the terms of the Agreement. Amounts required to be adjusted / reimbursed pursuant to this Article shall be duly adjusted and/or reimbursed as the case may be at the Purchaser option.

GCC 59.0 INSURANCE

The Goods shall be insured as mentioned in SCC by the Supplier.

GCC 60.0 CUSTOM CLEARANCE (FOR IMPORT)

Purchaser shall do the Custom clearance, either by its own or through its Authorised Person. The Vendor and its assigns shall ensure the availability of all required Documentation for speedy clearance. If the cargo clearance gets delayed on account of non-availability of required Documents to be furnished by the Vendor and cargo attracts demurrage, the same shall be recovered from the Vendor.

GCC 61.0 DAMAGE / LOSS OF CARGO IN TRANSIT

Vendor shall be solely responsible for co-ordinating with the concerned insurance company for procuring insurance for material and/or Goods, processing claim lodgment and settlement. Notwithstanding the insurance cover, in case of loss / damage to material and/or Goods, in any manner and for any cause whatsoever, Vendor shall cause the damaged cargo to be replaced and Delivered to the Purchaser with new material and/or Goods of same description as per Contract term within 30 days of such loss / damage. The Vendor shall be solely responsible for all expenses in relation to the replacement and Delivery in such circumstances.

GCC 62.0 PRICE VARIATION AND FOREIGN EXCHANGE FLUCTUATION

62.1 The prices set in the Agreement shall be firm and fixed and no claim, escalation or price adjustment on any account whatsoever, by any Party, including a claim based on foreign exchange fluctuation, shall be tenable and shall not be entertained by Purchaser in relation to the increase of the price. Purchaser shall pay at the rate mentioned in the Agreement. Unless otherwise stated in the Contract prices shall include all charges and expenses in connection with the supply of the Goods and the packing of the Goods and their carriage to the place of Delivery to the Purchaser.

62.2 Vendor shall be paid after final Delivery of all Goods in accordance with the terms of the Contract together with a correct Invoice and all necessary shipping Documents and any and all other Documentation which may be required, including Drawings, data, manufacturing record books, Installation instructions and all final required Documents as called in the Contract.

62.3 Payment may, however, be withheld or portions thereof may be deducted if in Purchaser's reasonable opinion Vendor is not performing Work in accordance with the provisions of the Contract or if proper set-off in favour of Purchaser in other transactions are asserted.

62.4 Invoices shall be mailed on completion of the obligations of the Contract and any cash discount period offered by Vendor shall be computed from the receipt of the Goods or receipt of the proper Tax Invoice, whichever is later, and provided required certification Documents are received by Purchaser.

62.5 Final payment is conditional upon the fulfillment of Vendor's obligations to provide all Documentation as required under the Contract. Invoices shall not be processed for payment until all such obligations are fulfilled. Purchaser may elect to pay Vendor through Purchaser's electronic disbursement system (EDS). Vendor shall advise Purchaser in writing within thirty (30) days prior to due date of first Tax Invoice of the bank and account number to which EDS payments may be made to Vendor.

62.6 Retention payment shall be released upon compulsory submission of the i) No Demand Certificate ii) Letter of Indemnity by the Vendor iii) proof of payment of applicable taxes on such retention payments. The format of No Demand Certificate and Letter of Indemnity are attached as Annexure D. The final retention amount shall be released as per Article 68.0 of this GCC.

62.7 Vendor shall maintain at all times cost records and accounts related to the Contracts.

GCC 63.0 TIME IS ESSENCE OF AGREEMENT

Time and date of completion of the Supply as stipulated in the Contract is essence of the Contract.

GCC 64.0 SET OFF/ RECOVERIES

64.1 Whenever under this Agreement any money is recoverable from and payable by the Vendor, Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum which at any time thereafter may become due from the Vendor in this or any other Agreement(s). Should the sum be not sufficient to cover the full amount recoverable the Vendor shall pay to the Purchaser on demand the remaining balance immediately without further request by Purchaser. Vendor shall not be entitled for any interest or charges or taxes/cess etc., on account of any delay from the Purchaser.

64.2 The Vendor/Supplier is not entitled to recover or Setoff any money recoverable from Purchaser of any contract(s) /agreement(s) entered into with the Purchaser in whatever reasons or under any circumstances default committed by the latter.

GCC 65.0 MISCELLANEOUS

65.1 Compliance with Applicable Laws

The Vendor shall fully familiarize itself and conform in all aspects with all Applicable Laws. The Vendor shall be bound to give all notices, file all returns, etc., required by Applicable

Laws, as aforesaid and to pay all fees and charges in respect thereof. The Vendor shall not be absolved from any of its obligations under Applicable Laws or the Agreement or claim any additional amount from the Purchaser or seek any extension of time due to its ignorance of any Applicable Law.

65.2 **Severability**

If any term, Article or provision of the Agreement is held illegal or invalid or unenforceable under Applicable Laws for any reason whatsoever, the remaining provision(s) shall remain in full force and effect as if the invalidated provisions had not been included in the Agreement, unless such invalidity or unenforceability adversely affects the underlying intent of the Agreement or unless the invalid or unenforceable provision comprises an integral part of, or is inseparable from the remainder of the Agreement. In such circumstances the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, illegal or unenforceable provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to Dispute resolution under the Agreement or otherwise.

65.3 **Impossibility**

If the performance of any individual provisions of the Contract becomes legally impossible or impracticable, in whole or in part, the provision shall be replaced by a provision which, as far as legally possible, has the same commercial and financial effect. To the extent permitted by Law, the validity of the other provisions contained in the Contract shall not be affected thereby. Any commercial impossibility will not be an excuse for non-performance of the Agreement.

65.4 **Trade Terms**

It shall mean Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by the International Chamber of Commerce for Incoterms Rules 2020.

65.5 Survival

Those provisions of the Agreement that by their very nature survive final acceptances under the Agreement shall remain in full force and effect after such acceptance and payment.

65.6 **No Third Party Rights**

Notwithstanding anything contained elsewhere herein, but without prejudice to rights expressed in favour of the Lenders and/or the Purchaser's/Owner's rights to assign its right, title, benefit or interest in or under the Contract in accordance with the Contract, nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

65.7 **Heading and Marginal Notes**

The headings and marginal notes to any Article, provision, Appendix or other similar attachment of this Contract shall not affect or control the interpretation or construction of such Article, provision, Appendix or attachment.

65.8 **Further Assurances and Assistance**

Each Party agrees to execute and deliver any instruments and perform any acts and exchange any information including Documentations if any.

65.9 **Unforeseeable Difficulties**

Except as stated otherwise in this Contract.

65.9.1 the Vendor shall deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the scope of Work;

65.9.2 by signing the Contract, the Vendor accepts total responsibility for having foreseen all difficulties, Risk and Cost of successfully completing the Works;

65.9.3 the Contract Price shall not be adjusted at any circumstances on account of any unforeseen difficulties or undertaking risk by the Vendor;

65.9.4 the Vendor shall deemed to have been satisfied of suitability and availability of access routes to the Site. The Vendor shall reasonable efforts to prevent any road or bridge from being damaged by the Vendor's traffic.

65.9.5 the Vendor shall; bear all costs and charges for special and or temporary rights of way which the Vendor may require; including those for access to the Site.

65.9.A The Vendor shall indemnify and hold the Purchaser harmless against and from all damages, losses and expenses resulting from any such unnecessary or improper interference from third party including political party/mobs/association of persons/NGO's/press reporter/news agency and so on and so forth.

65.9.B The Vendor satisfied himself to the correctness and sufficiency of the Contract Price and Articles therein the Contract/Agreement.

65.10 **Risk and Cost :**

In case of abnormal delays (beyond the Delivery period) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Contract, Purchaser may cancel the Contract in full or part thereof, and may also make the purchase of such Goods/Equipment from elsewhere / alternative source at the Risk and Cost of the Supplier. Purchaser will take all reasonable steps to get the material from alternate source at optimum cost.

Purchaser shall invoke the Risk & Cost, in line with Conditions of Contract in any of the following cases:

1. Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to the Supplier including unexecuted portion of Work does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the Work by Supplier before completion of the Work as per Contract.
3. Non completion of Work/ Non-supply by the Supplier within scheduled completion/Delivery period as per Contract or as extended from time to time, for the reason attributable to the Supplier.
4. Termination of Contract on account of any other reason (s) attributable to the Supplier in terms of the Contract.
5. Assignment, transfer, subletting of Contract without Purchaser's written permission resulting in termination of Contract or part thereof by Purchaser.
6. Non-compliance to any contractual condition(s) or any other default attributable to Supplier.

#In-case inputs from Purchaser/Owner are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract. Risk and Cost against Balance Work:

Risk & Cost Amount= [(A-B) + (A x H/100)]

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new Contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old Contract at the time of termination of Contract.

H = Overhead Factor to be taken as 10.

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply)

Difference of Contract quantities and executed quantities as on the date of issue of letter for termination of underlying Contract , shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract quantities based on drawings issued to Supplier from time to time till issue of termination letter, then for these items total quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra Goods or Equipment or materials/items whose rates have already been approved would form part of Contract quantities for this purpose. Substitute/ extra Goods or Equipment or materials/items which have been executed but rates have not been approved, would also form part of Contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, Contract quantities pertaining to portion of Work(s) so withdrawn shall be considered as 'Balance scope of Work' for calculating Risk & Cost amount.

GCC 66.0 AGENCY

A. Vendor/Supplier represents and warrants and agrees that no broker, finder, intermediary, representative or investment banker (including any government official or employee) is, directly or indirectly, entitled or will be entitled to, or has been paid, any brokerage, finder's or other similar fee or commission or payment of any kind in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Vendor or any of its affiliates and no such person, directly or indirectly has been or will be engaged by

Vendor and/or any of its affiliates in respect of this Agreement or the transactions contemplated hereby or in respect of any other Contract or agreement related to this Agreement.

B. Vendor/Supplier also represents and warrants that, to the best of its knowledge, no officer, director, employee, agent or representative of Vendor or any of its affiliates has, directly or indirectly, either engaged or has given any commission, payment, kickback, gift or other benefit or consideration to anyone for the purpose of any Contract between the Parties (or their respective affiliates) Vendor agrees that it shall not, and shall cause its affiliates not make any such payment. Vendor also acknowledges and agrees that any breach of this provision is a strict violation of Purchaser Group's policies on conflicts of interest and business practices, and that in the event of any such breach of this provision Vendor shall be liable to pay Purchaser, and at the request of Purchaser Vendor shall pay Purchaser, as a penalty an amount equal to twenty times the amount of any such commission, payment, kickback or other benefit and Purchaser may, in sole discretion, cancel and terminate this Agreement and any or all other Contracts between the Parties and/or withhold any payments, whether due or not.

C. Vendor/Supplier represents and warrants that it has (and its affiliates have) not given and agrees that it will not (and it will cause its affiliates not) give any commission, payment, kickback, gift, or other consideration (whether in the form of entertainment (other than business meals of a customary expenditure and in the ordinary course of conducting business) or otherwise) or other similar inducement to any employee of Purchaser Group in connection with this Agreement or any agreement or Contract related hereto. Vendor also represents and warrants that, to the best of its knowledge, no officer, director, employee, agent or representative of Vendor or any of its affiliate has given, made or conducted any such payment, gift, entertainment, inducement or other consideration of value to any employee of Purchaser Group. Vendor agrees and acknowledges that a breach of this provision is a strict violation of Purchaser Group's policies on conflicts of interest and business practices, and in the event of any such breach of this provision Purchaser may in its sole discretion cancel and terminate this Agreement this Agreement and any or all other Contracts between the Parties and/or withhold any payments, whether due or not.

D. Vendor/Vendor/Supplier /Consultant shall not, directly or indirectly, without the prior written approval of the Purchaser/Company/Purchaser/Owner hire, engage or employ, or solicit or offer any hiring, engagement or employment, or entice away or in any other manner encourage or persuade to discontinue his/her employment with the Purchaser/Company/Purchaser/Owner or their holding company or any of their associates and affiliates, any of the Employees of Purchaser/Company/Purchaser/Owner or their holding company or any of their associates and affiliates during the subsistence of the Contract/Agreement and for one year thereafter or, for a period of one year after such Employee ceases to be in employment of the Purchaser/Company/Purchaser/Owner or their holding company or any of their associates and affiliates, whichever is earlier. For the purpose of this condition the term ‘Employee’ shall mean all the employees, officers and managers attached to the Central Procurement Group and the employees, officers and managers of the rank of Deputy General Manager or its equivalent and above, attached to other functions from time to time. In the event of any actual or threatened breach of this provision, the Purchaser/Company/Purchaser/Owner shall be entitled to an injunction restraining Vendor/Vendor/Supplier from such action(s) in addition to any other rights, remedies and claims available to it under the Contract/Agreement/Purchase Order or under Law.

Provided that the above condition will not apply if the Contract Price under the Contract/Agreement together with the Contract Price under other contracts/agreement(s), existing and that may be entered into during subsistence of the Contract/Agreement and until expiry of one year thereafter, in relation to sale/supply of goods and/or services by the VendorVendor/Supplier /Consultant and/or any of its associates and affiliates to the Purchaser, their holding company and any of their associates and affiliates, does not exceed Indian Rupees 250 Million or its equivalent in the aggregate. The provisions of this Article will survive the termination of the Contract/Agreement/Purchase Order.

GCC 67.0 M.S.M.E

67.1 If the Supplier is covered under the purview of Micro, Small & Medium Enterprises Development Act, 2006 and ancillary Industrial Undertakings, it shall declare so within one week of receipt of the Contract of its status failing which it will be presumed that it is a non-MSME unit.

67.2 Supplier shall provide to Purchaser the proof of classification of its enterprise and filing memorandum with the authorities concerned under the Micro, Small & Medium Enterprises Development Act, 2006 (hereinafter referred to as "the Act").

67.3 If the Supplier enterprise is covered under the purview of the said Act, it shall declare and confirm within one week of receipt of the Contract of its status, failing which it will be presumed that the Supplier is not covered under the said Act, The Supplier further declares and undertakes (in the format appended herein as Appendix J) to intimate Purchaser of any change in its status or constitution under this section from time to time.

GCC 68.0 CONTRACT CLOSURE

Contract shall be closed on completion of following formalities such as,

1. Material Qty reconciliation with Vendor. Submission and verifications that reconciliation of payment toward statutory provisions like GST Customs/Cess/fees, any other dues etc.

2. Certification from Vendor regarding payment of dues to its,

    i. Sub-Vendors
    ii. Workers/ contract labourers,
    iii. Payment of statutory dues toward Provident Funds, wages etc as required.

    Payment shall be made in cashless mode. Payment Documents shall be submitted to the Purchaser along with Tax Invoice/bill in due course.

3. Payment reconciliation bills/Tax Invoice wise with the Vendor. Under terms and condition of this Purchase Order/Contract/Agreement, Vendor to accept debits upon Communication by the Purchaser.

4. No demand certificate issued by Vendor in format provided by Purchaser.

5. Indemnity Bond/Bank Guarantee in format suggested by the Purchaser.

6. Final payment shall be released on successful completion of Sr no (1) to (5) as above.

7. Environmental clearance certificate from Project Director of Site.

8. Performance Guarantee/ Security Bond shall be released and return to Vendor on successful completion of Contract closure to the satisfaction of Purchaser and after certificate about completion of Defect Liability Period/Latent Defect Liability period as case may be by Purchaser.

    Bank Guarantee release and discharge procedure

    Upon receipt of supporting documents like PTO/FTO, no due claim letter from Supplier, Indemnity bond from Supplier & etc., Bank Guarantee shall be released after approval from O&M head, Corporate Procurement Group

(CPG) Head (of respective vertical) approval and approval from Chief Project or Plant Director (CPD)/ Project In-charge/ Divisional Head.

CPG to approve bank guarantee release note and advise Finance department on release of Bank Guarantee (BG) to Supplier. Before returning or discharging any bank guarantee to Supplier by CPG, Finance department to review the Vendors' ledger account and to ensure recovery of advances / tax compliances / other debits in Vendors' ledger account.

Purchaser to Communicate Contract Closure Documents/information after submission of final Tax Invoice by the Vendor.

ANNEXURE -A

VENDOR CODE OF CONDUCT

Purchaser is committed to conducting its business in an ethical, legal and socially responsible manner. To encourage compliance with all legal requirements and ethical business practices, Purchaser has established this Vendor Code of Conduct (the "Code") for Purchaser's Vendors. For the purposes of this document, "Vendor" means any company, corporation or other entity that sells, or seeks to sell goods or services, to Purchaser, including the Vendor's employees, agents and other representatives.

Fundamental to adopting the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates. This Code encourages Vendors to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility.

I. Labor and Human Rights

Vendors must uphold the human rights of workers, and treat them with dignity and respect as understood by the international community.

- Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.
- Antidiscrimination - Vendors shall not discriminate against any worker based on race, color, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.
- Freely Chosen Employment - Forced, bonded or indentured labor or involuntary prison labor is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.

- Prevention of Under Age Labor - Child labor is strictly prohibited. Vendors shall not employ children. The minimum age for employment or work shall be 15 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with ILO Minimum Age Convention No. 138 or light work consistent with ILO Minimum Age Convention No. 138.
- Juvenile Labor - Vendors may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their heath, safety, or morals, consistent with ILO Minimum Age Convention No. 138.
- Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally **mandated** benefits. Any disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.
- Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed the maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.
- Freedom of Association - Open Communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Workers' rights to join labor unions, seek representation and or join worker's councils in accordance with local laws should be acknowledged.

II. Health and Safety

Vendors must recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Vendors must also recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are

- Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.
- Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression Equipment, adequate exit facilities and recovery plans.
- Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well- maintained, personal protective Equipment. Workers shall not be disciplined for raising safety concerns.
- Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective Equipment programs.
- Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labor agent are to be maintained clean and safe,

and provided with appropriate emergency egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.

- Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

III. **Environmental**

Vendors should recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the environment and natural resources are to be minimized while safeguarding the health and safety of the public.

The environmental standards are

- Product Content Restrictions - Vendors are to adhere to applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling and disposal. In addition, Vendors are to adhere to all environmental requirements specified by Purchaser.
- Chemical and Hazardous Materials - Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- Air Emissions - Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
- Pollution Prevention and Resource Reduction - Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.
- Wastewater and Solid Waste - Wastewater and solid Waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- Environmental Permits and Reporting - All required environmental permits (e.g. discharge monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

IV. **Ethics**

Vendors must be committed to the highest standards of ethical conduct when dealing with workers, Vendors, and customers.

- Corruption, Extortion, or Embezzlement - Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Vendors shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as an Vendor and in legal action.
- Disclosure of Information - Vendors must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.
- Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in advertising, sales, and competition.
- Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, **extortion and** embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.
- Community Engagement - Vendors are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.
- Protection of Intellectual Property - Vendors must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

V. **Management System**

Vendors shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the Vendors' operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements

- Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labor practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.
- Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support Equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, targets and implementation plans including a periodic assessment of Vendor's performance against those objectives.
- Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
- Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.
- Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.

- Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.
- Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

The Code is modeled on and contains language from the Recognized standards such as International Labour Organization Standards (ILO), Universal Declaration of Human Rights (UDHR), United Nations Convention against Corruption, and the Ethical Trading Initiative (ETI) were used as references in preparing this Code and may be useful sources of additional information.

VI. **Security of the Site**

Unless stated otherwise in this Contract/Agreement, Vendor shall be responsible for keeping unauthorized person/Equipments at the Site without Purchaser's prior permission in writing.

ANNEXURE – B

(To be executed on a Non-Judicial Stamp Paper of appropriate value)

FORMAT OF ADVANCE BANK GUARANTEE

This Guarantee made at _______ this [___] day of [_____] 20XX

1. WHEREAS M/s. _______________(Pl specify the name of the Company), a Company incorporated under Indian Laws having its Registered Office at ___________________ hereinafter referred to as the " Purchaser", (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns).
2. AND WHEREAS the Purchaser has entered into a Contract for ____________(Please specify the nature of Contract here) vide Contract No. __________dated __________(hereinafter referred to as the "Contract") with M/s._________________, (hereinafter referred to as "the Supplier", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) for providing of the Goods and/or services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS in conformity with the provisions of Article ________ of Special conditions of Contract/GCC, the Supplier has agreed to furnish a Bank Guarantee for an amount equivalent to the Advance Payment of Rs… ....extended by the Purchaser to the Supplier for the faithful execution of the Contract.
4. AND WHEREAS the Supplier has agreed to provide the Purchaser and the Purchaser has agreed to accept the Advance Bank Guarantee for ____ percent (___%) of the total Contract Price from [______________________] (pl. specify the name of Bank) having its head/registered office at [____________] through its branch in _______(pl. specify the name of Branch through which B.G is issued) hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
5. NOW THEREFORE, in consideration inter alia of the Purchaser granting the Suppliers the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Purchaser any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.]............................) (Rupee__________Only) without any demur, reservation, contest or protest and/or without reference to the Supplier and without

the Purchaser needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.

6. The decision of the Purchaser to invoke this Guarantee shall be binding on the Bank irrespective of whether the Supplier has performed its obligations under the Contract and irrespective of events of act of God or force majeure such as pandemic or epidemic in particular. The Bank acknowledges that any such demand by the Purchaser of the amounts payable by the Bank to the Purchaser shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Purchaser. Any such demand made by the Purchaser on the Bank shall be conclusive and binding, notwithstanding any difference between the Purchaser and the Supplier or any Dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
7. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Supplier notwithstanding any other security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.
8. The Bank hereby waives the necessity for the Purchaser first demanding the aforesaid amounts or any part thereof from the Supplier before making payment to the Purchaser and further also waives any right the Bank may have of first requiring the Purchaser to use its legal remedies against the Supplier, before presenting any written demand to the Bank for payment under this Guarantee.
9. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Purchaser to timely pay or perform any of its obligations under the Contract.
10. The Bank further unconditionally and unequivocally agrees with the Purchaser that the Purchaser shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:

    i. vary and/or modify any of the terms and conditions of the Contract;

    ii. forebear or enforce any of the rights exercisable by the Purchaser against the Supplier under the terms and conditions of the Contract; or and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Purchaser or any indulgence shown by the Purchaser to the Supplier or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
11. This Guarantee shall not be discharged by any change in the constitution or composition of the Supplier, and this Guarantee shall not be affected or discharged by the liquidation, winding-up,

bankruptcy, reorganisation, dissolution or insolvency of the Supplier or any of them or any other circumstances whatsoever.

12. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Purchaser to secure the obligations of the Supplier under the Contract.
13. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _________________(insert an amount equal to ___ percent (__%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on _____________ DD\MM\YYYY (the "**Expiry Date**") or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry. Any claim/demand shall be made by the Purchaser within one (01) year from the Expiry Date of this Guarantee that is, on or before DD/MM/YYYY (the "**Claim Period**").
14. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
15. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Purchaser and agrees that any change in the constitution of the Bank or the Supplier shall not discharge our liability hereunder.
16. The Purchaser may assign this Guarantee to any person or body whether natural, incorporated or otherwise under written intimation to the Bank. The Bank undertakes to discharge its obligations hereunder by performance in accordance with the terms hereof to such assignee till the Claim Date. The Purchaser shall provide to the Bank an assignee's details (such as name and complete address & legal documents) and assignment shall be effective for this Guarantee only when the Bank takes on their records subjected that the assignment is legally valid and enforceable under Indian Laws. The Bank shall intimate in writing to the Purchaser & assignee about acceptance of the assignment within three working days from date of the record in Bank's system. The Bank will not assign this Guarantee to any other bank / guarantor without the permission of the Purchaser in writing. The new guarantor will not ask any information / documents from the Purchaser for an underlying transaction in this Guarantee and shall oblige to perform its obligations under terms of this Guarantee.
17. Bank agrees not to refuse complying with the demand made by the Purchaser under the Guarantee and to honor the invocation of this Guarantee by the Purchaser even under force majeure events such as pandemic or epidemic, cyberattacks/system outage affecting the normal working of the banking systems in India or across the globe in particular considering the unconditional nature of the Guarantee. Should the Guarantee expires at time of presentation or payment under this Guarantee due to force majeure events, the Guarantee shall be deemed to be automatically extended by another thirty (30) days from the date on which it would have otherwise expired and bank shall as soon as practicable inform in writing to the Purchaser

regarding extension of the said bank Guarantee. A demand made under this Guarantee presented before the occurrence of force majeure event like pandemic or epidemic and not paid to the Purchaser because of such force majeure event shall be paid immediately when force majeure event ceases or bank branch from where this Guarantee has issued started operating which ever is earlier.

18. This Guarantee shall be governed by the Laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of Mumbai India.

Dated this ………… day of ………….. …20XX at …………….

<table>
<tr><th colspan="4">Signatory of Bank Officials</th><th>BANK STAMP</th></tr>
<tr><td>Name
Mr. / Mrs.</td><td></td><td>Name
Mr. / Mrs.</td><td></td><td rowspan="4"></td></tr>
<tr><td>Full Signature</td><td></td><td>Full Signature</td><td></td></tr>
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<tr><td>Date of sign</td><td>DD/MM/YYYY</td><td>Date of sign</td><td>DD/MM/YYYY</td></tr>
</table>

ANNEXURE - C

(To be executed on a Non-Judicial Stamp Paper of appropriate value)

FORMAT OF PERFORMANCE BANK GUARANTEE

This Guarantee made at __________ this [___] day of [_____] 20XX

1. WHEREAS M/s. ______________(Pl specify the name of the Company)_, a Company within the meaning of the Companies Act, 1956 having its Registered Office at ________________________ hereinafter referred to as the " Purchaser ", (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Purchaser has entered into a Contract for ______________(Please specify the nature of Contract here) vide Contract No. _________dated __________(hereinafter referred to as the "Contract") with M/s.___________________, (hereinafter referred to as "the Supplier", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) for providing Goods and/or services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per Article ___ of Special conditions of Contract/GCC, the Supplier is obliged to provide to the Purchaser an unconditional bank Guarantee for an amount equivalent to ________________ percent (_%) of the total Contract Price for the timely completion and faithful and successful execution of the Contract from **[**_____________**]** pl. specify the name of Bank) having its head/registered office at **[**____________**]** through its branch in ______(pl. specify the name of Branch through which B.G is issued) hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Purchaser granting the Suppliers the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Purchaser any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.]…………………(Rupees___Only) without any demur, reservation, contest or protest and/or without reference to the Supplier and without the Purchaser needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.

5. The decision of the Purchaser to invoke this Guarantee shall be binding on the Bank irrespective of whether the Supplier has performed its obligations under the Contract and irrespective of events of act of God or force majeure such as pandemic or epidemic in particular. The Bank acknowledges that any such demand by the Purchaser of the amounts payable by the Bank to the Purchaser shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Purchaser. Any such demand made by the Purchaser on the Bank shall be conclusive and binding, notwithstanding any difference between the Purchaser and the Supplier or any Dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
6. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Supplier notwithstanding any other security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.
7. The Bank hereby waives the necessity for the Purchaser first demanding the aforesaid amounts or any part thereof from the Supplier before making payment to the Purchaser and further also waives any right the Bank may have of first requiring the Purchaser to use its legal remedies against the Supplier, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Purchaser to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Purchaser that the Purchaser shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to
    i) vary and/or modify any of the terms and conditions of the Contract;
    ii) forebear or enforce any of the rights exercisable by the Purchaser against the Supplier under the terms and conditions of the Contract; or
    iii) extend and/or postpone the time for performance of the obligations of the Supplier under the Contract;

   and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Purchaser or any indulgence shown by the Purchaser to the Supplier or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
10. This Guarantee shall be a continuing bank Guarantee and shall not be discharged by any change in the constitution or composition of the Supplier, and this Guarantee shall not be

affected or discharged by the liquidation, winding-up, bankruptcy, reorganisation, dissolution or insolvency of the Supplier or any of them or any other circumstances whatsoever.

11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Purchaser to secure the performance of the obligations of the Supplier under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to ____________________(insert an amount equal to percent (_%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on _____________DD\MM\YYYY (the "**Expiry Date**") or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry. Any claim/demand shall be made by the Purchaser within one (01) year from the Expiry Date of this Guarantee that is, on or before dd/mm/yyyy (the "**Claim Period**").
13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Purchaser and agrees that any change in the constitution of the Bank or the Supplier shall not discharge its liability hereunder.
15. The Purchaser may assign this Guarantee to any person or body whether natural, incorporated or otherwise under written intimation to the Bank. The Bank undertakes to discharge its obligations hereunder by performance in accordance with the terms hereof to such assignee till the Claim Date. The Purchaser shall provide to the Bank an assignee's details (such as name and complete address & legal documents) and assignment shall be effective for this Guarantee only when the Bank takes on their records subjected that the assignment is legally valid and enforceable under Indian Laws. The Bank shall intimate in writing to the Purchaser & assignee about acceptance of the assignment within three working days from date of the record in Bank's system. The Bank will not assign this Guarantee to any other bank / guarantor without the permission of the Purchaser in writing. The new guarantor will not ask any information / documents from the Purchaser for an underlying transaction in this Guarantee and shall oblige to perform its obligations under terms of this Guarantee.
16. Bank agrees not to refuse complying with the demand made by the Purchaser under the Guarantee and to honor the invocation of this Guarantee by the Purchaser even under force majeure events such as pandemic or epidemic , cyberattacks/system outage affecting the normal working of the banking systems in India or across the globe in particular considering the unconditional nature of the Guarantee. Should the Guarantee expires at time of presentation or payment under this Guarantee due to force majeure events, the Guarantee

shall be deemed to be automatically extended by another thirty (30) days from the date on which it would have otherwise expired and bank shall as soon as practicable inform in writing to the Purchaser regarding extension of the said bank Guarantee. A demand made under this Guarantee presented before the occurrence of force majeure event like pandemic or epidemic and not paid to the Purchaser because of such force majeure event shall be paid immediately when force majeure event ceases or bank branch from where this Guarantee has issued started operating which ever is earlier.

17. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of _________ (pl. specify the city) , India.

Dated this ………… day of ………….. …20XX at …………….

<table>
<tr><th colspan="4">Signatory of Bank Officials</th><th>BANK STAMP</th></tr>
<tr><td>Name
Mr. / Mrs.</td><td></td><td>Name
Mr. / Mrs.</td><td></td><td rowspan="4"></td></tr>
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<tr><td>Power of Attorney Number</td><td></td><td>Power of Attorney Number</td><td></td></tr>
<tr><td>Date of sign</td><td>DD/MM/YYYY</td><td>Date of sign</td><td>DD/MM/YYYY</td></tr>
</table>

ANNEXURE- D

NO DEMAND CERTIFICATE FORMAT

(To be issued on letterhead of Vendor)

To ,

____

___________ Limited,

(Name and address of the Purchaser)

Name of the Package

Contract No.

Date of Contract

Name of the Project

We, M/s ____(Vendor) do hereby acknowledge and confirm that we have claimed Rs. _______________________ (Rs. ____) towards full and final settlement of our claims from ___________ Limited, in respect of the aforesaid WO/PO/Contract No. [ ] Dated [ ] including all amendments, if any, to the said Contract, to our entire satisfaction and we further confirm that we have no claim whatsoever pending with ________ Limited under or in respect of the said Contract.

Notwithstanding any protest, note or objection recorded or raised by us in any correspondence, documents, measurement books and / or final bills etc.

(a) we confirm that __________ Limited stands fully discharged of all its obligations,

(b) we shall make no claim of any nature on ____________ Limited or any of its affiliates or personnel, and

(c) we waive all our rights to lodge any claim or protest in future, in respect of the said Contract.

We have paid in full all applicable duties, levies, taxes and statutory and other amounts payable by us in connection with the above-mentioned Contract and amounts payable to or in relation to third parties engaged by us including our Vendors, suppliers, employees and labour. No payment in this regard is pending or unpaid and we have no (and shall have no) claim against _______________ Limited in this regard.

No refund has been received/ is envisaged to be received or reasonably believed to be receivable on account of taxes, duties or any other payment made by us in respect of the Contract. In case any refund corresponding to any amount paid or reimbursed by Limited is received in the future, the same will be passed on to -------Limited promptly and without any demand from them in this regard.

We are issuing this "NO DEMAND CERTIFICATE" in favor of ___________ Limited with full knowledge of its contents and with our free consent without any influence, misrepresentation, coercion etc.

Date	Signature
Place	Name
	Designation
	(Company Seal)

Annexure – E

FORMAT FOR LETTER OF INDEMNITY

(Notes Preferably shall be obtained on Stamp paper of appropriate value as applicable at the place of execution)

Place_______________

Date ________________

To,

Name and address (Preferably Mumbai) of Purchaser

Dear Sirs,

PO/Contract No. _______________Dated _/__/___

For ____

Settlement of Dues

In consideration of your awarding the subject Purchase Order/Contract to us and in further consideration of your having agreed to pay our final bill towards settlement of the dues in respect of the subject Purchase Order/Contract, inter alia, on our assurances and representations that

(a) We have paid in full all amounts payable by us including but not limited to duties, levies, taxes, cess, octroi, royalties, statutory payments, amounts payable to or in relation to third parties engaged by us including our Vendors, suppliers, employees and labour, and

(b) we have fully complied with all requirements under applicable laws in connection with the subject Purchase Order/Contract,

We____,

unconditionally and irrevocably agree and undertake, to pay and/or settle entirely at our own cost and indemnify, defend and hold harmless you, your affiliates and your/your affiliates' personnel, directors and representatives, (hereinafter collectively referred to as "Indemnified Parties") from and against any and all liabilities, judgments, damages, losses, claims, costs and expenses, claimed, suffered or incurred or, likely to be claimed, suffered or incurred at any time by or against the Indemnified Parties or any of them as a result of, or arising out of, or in any way related to any failure or delay in payment of any of the amounts or compliances by us as aforesaid for any reason whatsoever.

Any notice(s) or Communication(s) by you shall be sufficient proof that the Indemnified Parties have suffered or incurred loss, damages, liabilities etc. as aforesaid and we shall upon receipt of such notice(s) or Communication(s) immediately, without any delay or demur or contest, make payment to you of the entire amount demanded under the said notice(s) or Communication(s).

This letter of indemnity shall be in addition to and not in derogation of any other indemnity/ guarantee and/or security which we may have executed in your favor or your rights and entitlements under the Contract.

This letter shall be governed by and construed and interpreted to accordance with the laws of India, and shall be subject to the exclusive jurisdiction of the courts of Law at Mumbai.

Yours faithfully,

For [Name of Vendor/Supplier]

Authorized Signatory

ANNEXURE – F

FORMAT FOR E-INVOICE UNDER GST LAWS

For Tunrnover more than INR 500 Crore as per GST Laws

QR code

IRN code

Government of India
e-Invoice System

1.e-Invoice Details

IRN : XXXXXXXXXXXXXXXXXXXXXXXXXXXXX	**Ack. No** : XXXXXXXXXXXXXXX	**Ack. Date** : dd-mm-yyyy Time

2.Transaction Details

Category : B2B / B2C	**Document No** : xxxxxxxxxxxx	**CGST/SGST/IGST** : xxxxx
Document Type : Tax Invoice	**Document Date** : dd-mm-yyyy	

3.Party Details

Supplier	**Purchaser**
GSTIN : ________________	GSTIN : ________________
NAME	NAME
[ADDRESS]	[ADDRESS]

4.Goods Details

SlNo	Product Description	HSN Code	Quantity	Unit	Unit Price(Rs)	Discount(Rs)	Taxable Amount(Rs)	Tax Rate (GST+Cess | State Cess+Cess Non.Advol)	Other charges(Rs)	Total
1	XXXXXXXXXXX	XXXXXXX X	XX.XX	XXX	XXXX. XX	XX	XXXXXXX	XXXXX	XXX	XXXXXXX

Tax'ble Amt	CGST Amt	SGST Amt	IGST Amt	CESS Amt	State CESS Amt	Discount	Other Charges	Round off Amt	Total Inv. Amt
XXXXX	XXXX	XXXX	XXXXXXX	XXXXX	XXXXX	XX	XX	XXD	XXXXXXXX

Generated By : XXXXXXXXXXX
Print Date : dd-mm-yyyy TIME

xxxxxxxxxxxxxxxx

eSign

Digitally Signed by NIC-IRP
on: dd-mm-yyyy Time

PurchaserPurchaserPurchaserPurchaser

PurchaserPurchaserFORMAT FOR TAX INVOICE

Vendor Name

Address : ....(Address from where invoice is being raised & included in GST Reg. Certificate)

GSTIN:
CIN :
PAN :
Tel: +91
Email Id:

ORIGINAL FOR RECEIPIENT
DUPLICATE FOR TRANSPORTER
TRIPLICATE FOR SUPPLIER

Tax Invoice

Invoice No:				Transport Mode:	E_Way Bill No/Road Permit/Way Bill:.	Date:
Invoice date:				Vehicle number:		
Reverse Charge (Y/N):				Date of Supply:		
State:		Code		Place of Supply		
				P.O/S.T.O./W.O	Date :	BBU No.

Bill to Party				Ship to Party			
Name:				Name:			
Address:				Address:			
GSTIN:							
State:		Code					
PAN NO							

S. No.	Goods/Service Description	HSN/SAC Code	Qty	UQC	Rate	Total (Qty x Rate)	Discount	Taxable value	CGST		SGST/UGST		IGST		Cess		Total
									Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	
Total																	

Total Invoice amount in words					
	Less : Advance Received				
	Less : Retention				
	Net Amount Payable				
		CGST	SGST	IGST	CESS
Details of Advance	GST on Reverse Charge				
Advance Receipt Voucher No & Date					

Terms & conditions : Refer Purchase Order/Contract referred above

Certified that the particulars given above are true and correct

Authorised signatory

ANNEXURE - G

FRAUD PREVENTION POLICY

POLICY OBJECTIVES :

The “Fraud Prevention Policy” has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following :-

i. To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.
ii. To provide a clear guidance to employees and others dealing with Purchaser forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.
iii. To conduct investigations into fraudulent activities.
iv. To provide assurances that any and all suspected fraudulent activity will be fully investigated.

SCOPE OF POLICY :

The policy applies to any fraud, or suspected fraud involving employees of Purchaser (all full time, part time or employees appointed on adhoc/temporary/contract basis) as well as representatives of Vendors, suppliers, Consultants, consultants, service providers or any outside agency (ies) doing any type of business with Purchaser.

DEFINITION OF FRAUD :

"Fraud" is a willful act intentionally committed by an individual(s) - by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing wrongful gain(s) to self or any other individual(s) and wrongful loss to other(s). Many a times such acts are undertaken with a view to deceive/mislead others leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts."

ACTIONS CONSTITUTING FRAUD :

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s) which constitute fraud.

The list given below is only illustrative and not exhaustive :-

i. Forgery or alteration of any document or account belonging to the Company
ii. Forgery or alteration of cheque, bank draft or any other financial instrument etc.
iii. Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
iv. Falsifying records such as pay-rolls, removing the documents from files and /or replacing it by a fraudulent note etc.
v. Willful suppression of facts/deception in matters of appointment, placements, submission of reports, Purchaser's committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.
vi. Utilizing Company funds for personal purposes.
vii. Authorizing or receiving payments for goods not supplied or services not rendered.
viii. Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.
ix. Any other act that falls under the gamut of fraudulent activity.

REPORTING OF FRAUD :

i. Any employee(full time, part time or employees appointed on adhoc/temporary/contract basis), representative of Vendors, suppliers, Consultants, consultants, service providers or any other agency(ies) doing any type of business with Purchaser as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated in every project/region/Corporate Centre. If, however, there is shortage of time such report should be made to the immediate controlling officer whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud/suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorised person.

ii. All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by officer(s) ("Nodal Officer") to be nominated by Purchaser.

iii. Officer receiving input about any suspected fraud/nodal officer(s) shall ensure that all relevant records documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

INVESTIGATION PROCEDURE :

i. The "Nodal Officer" shall, refer the details of the Fraud/suspected fraud to the Vigilance Department of Purchaser, for further appropriate investigation and needful action.

ii. This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Deptt. of their own as part of their day to day functioning.

iii. After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed etc. depending upon the outcome of the investigation shall be undertaken.

iv. Vigilance Department shall apprise "Nodal Officer" of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

RESPONSIBILITY FOR FRAUD PREVENTION :

i. Every employee(full time, part time, adhoc, temporary, contract), representative of Vendors, suppliers, Consultants, consultants, service providers or any other agency(ies) doing any type of business with Purchaser, is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned as per the procedure.

ii. All controlling officers shall share the responsibility of prevention and detection of fraud and for implementing the Fraud Prevention Policy of the Company. It is the responsibility of all controlling officers to ensure that there are mechanisms in place within their area of control to :-

   a. Familiarise each employee with the types of improprieties that might occur in their area.
   b. Educate employees about fraud prevention and detection.
   c. Create a culture whereby employees are encouraged to report any fraud or suspected fraud which comes to their knowledge, without any fear of victimization.

iii. Due amendments shall be made in the general conditions of contracts of the organization wherein all bidders/service providers/Vendors/consultants etc. shall be required to certify that they would adhere to the Fraud Prevention Policy of Purchaser and not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. These conditions shall form part of documents both at the time of submission of bid and agreement of execution of contract.

ADMINISTRATION AND REVIEW OF THE POLICY :

The Chief Executive Office Purchaser, CEO Business division, Chief Financial Officer, Managing Director shall be responsible for the administration, interpretation, application and revision of this policy. The policy will be reviewed and revised as and when needed.

Annexure H

FORMAT OF UNDERTAKING

(Undertaking on valid stamp paper of Rs. 100)

"An undertaking in the following format shall be submitted by Supplier to Purchaser" Name of Work……………………………………………………………..….. In connection with above Work, …………………………, (the Purchaser has/is engaging ………………………………, as Supplier. For this, the terms and conditions of Contract/Agreement includes necessary provisions for resolution of Dispute if any arising between Purchaser and the Supplier.

It is confirmed by the Supplier that any claim/Dispute arising out of the Work(s) shall be resolved in terms of the Contract/Agreement and shall not be raised before Owner and also undertakes not to make Owner a party before any forum/court for resolution/ adjudication of Disputes arising out of any default or any alleged breach of contractual obligation by the Purchaser.

Supplier also indemnifies Owner from any and every claim that may arises from performance of this Contract.

Authorised Signatory _________________

Name __________________

Date __________________

SEAL OF COMPANY ISSUE THIS UNDERTAKING [ ]

Note : It is mandatory that Supplier to provide true certified copy of Power of Attorney along with this undertaking.

Annexure I

FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT WITH REGARD TO REMOVAL/DISPOSAL OF SCRAP/SURPLUS MATERIAL

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS **INDEMNITY-CUM-UNDERTAKING AGREEMENT** executed this..............................day of..................... 20 .... between ....(Name of Company) . ...a Company /Partnership Firm / Proprietary Concern incorporated under the laws of ……………………… having its Registered Office(s) at .... (Office Address) .... hereinafter called the 'Supplier'.

AND

.... having its registered office at .... (hereinafter referred to as 'Purchaser').

1. 'Purchaser' has awarded the 'Supplier', contract for execution of work ("Scope of Work") as mentioned in the Contract / Agreement no. .... dated ...., relating to .... (Name & Address of Project) .... (hereinafter called 'the Project').

2. 'Supplier' for the purpose of execution of its Scope of Work had from time to time procured and stored .... (details of material) .... at the Project / Site.

3. After completion of the Scope of Work by 'Supplier', it has been identified that scrap .... (details of Scrap material & its quantity) .... and/or surplus .... (details of surplus material & its quantity) .... belonging to 'Supplier' is lying at the said Project / Site.

4. Now, the Scrap .... (details of scrap material & its quantity) .... and/or surplus .... (details of surplus material & its quantity)............................ belonging to the 'Supplier', requires to be removed by 'Supplier' from the Project / Site.

NOW THEREFORE THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT WITNESSETH AS UNDER:

1. That 'Supplier' by way of this Indemnity-cum-Undertaking Agreement requests Purchaser' to issue necessary exit gate pass(es) in favour of 'Supplier' for removal of scrap...................... (details of surplus material & its quantity) .... and/or surplus .... (details of surplus material & its quantity) .... belonging to 'Supplier', from the project.

2. That as per Purchaser's procedure, 'Supplier' shall ensure loading of trucks for clearing of its scrap .... (details of surplus material & its quantity) .... and/or surplus.................................(details of surplus material & its quantity) ....by itself, as aforesaid, under the supervision of Suppliers' personnel.

3. That 'Supplier' in consideration of the premises above to undertake from time to time and at all times hereafter to indemnify 'Purchaser' and keep 'Purchaser' indemnified from and against all claims, demands, actions, liabilities and expenses which may be made or taken against or incurred by 'Purchaser' by reason of the issue of necessary gate pass(es) by 'Purchaser' and permitting 'Supplier' to remove scrap .... (details of surplus material & its quantity) .... and/or surplus .... (details of surplus material & its quantity) .... belonging to 'Supplier', from the Project / Site.

4. That 'Supplier' undertakes to indemnify and keep 'Purchaser' harmless from any act of omission or negligence on the part of the 'Supplier' in following the statutory requirements with regard to removal/disposal of scrap and surplus belonging to 'Supplier', from the Project / Site aforesaid, by the 'Supplier'. Further, in case the laws

require ‘Purchaser’ to take prior permission of the relevant Authorities before handing over the Scrap and/or surplus to the ‘Supplier’, the same shall be obtained by the ‘Supplier’ on behalf of ‘Purchaser’ at its own cost and risk.

IN WITNESS WHEREOF, the ‘Supplier’ and the ‘Purchaser’, through their authorized representative, have executed these presents on the Day, Month and Year first mentioned above at .... (Name of the Place) ....

For and on behalf of For and on behalf of

..	**……………………….**
(Supplier's Name)	**(Purchaser’s name)**
Signature	Signature ....
Name	Name ....
Designation of	Designation of ....

* Indemnity-cum-Undertaking Agreement are to be executed by the authorised person and (i) in case of Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity-cum-Undertaking Agreement , (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity-cum- Undertaking Agreement. In case of Purchaser, by the authorized representative of the Purchaser.

Annexure J

FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT WITH REGARD TO INTIMATION OF SUPPLIER AS AN MSME ENTERPRISE UNDER MSMED ACT 2006

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS **INDEMNITY-CUM-UNDERTAKING AGREEMENT** executed this...............................day of...................... 20 .... between ....(Name of Company) . ...a Company /Partnership Firm / Proprietary Concern incorporated under the laws of ………………………. having its Registered Office(s) at .... (Office Address) .... hereinafter called the 'Supplier'.

AND

.... having its registered office at .... (hereinafter referred to as 'Purchaser').

1. Purchaser has awarded the Supplier the Contract (reference number. .... dated ....,) relating to .... (Name & Address of Project) …..(hereinafter called 'the Project').

2. Supplier is not an MSME Enterprise at time of registration as Supplier with the Purchaser or at time when Contract is awarded.

3. Supplier undertakes that whenever Supplier applies for registration as MSME Enterprise (under MSMED Act) shall submit the valid registration number in writing to the Purchaser within five (05) working days from date of receipt of the registration.

NOW THEREFORE THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT WITNESSETH AS UNDER:

That Supplier by way of this Indemnity-cum-Undertaking Agreement Indemnify the Purchaser \ Owner for any loss or damages whether indirect or direct, all and any penalty stipulated by Government agency on the Purchaser for negligence of the Supplier intentionally or unintentionally not Communicating with the Purchaser about its registration under MSME.

IN WITNESS WHEREOF, the 'Supplier' and the 'Purchaser', through their authorized representative, have executed these presents on the Day, Month and Year first mentioned above at .... (Name of the Place) ....

For and on behalf of For and on behalf of

..	**…………………………**
(Supplier's Name)	**(Purchaser's name)**
Signature	Signature ....
Name	Name ....
Designation of	Designation of ....

* Indemnity-cum-Undertaking Agreement are to be executed by the authorised person and (i) in case of Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity-cum-Undertaking Agreement , (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity-cum- Undertaking Agreement. In case of Purchaser, by the competent authority of the Purchaser.

Special Conditions of Contract

Special Conditions of Contract for Supply

[NON-TORREFIED BIOMASS PELLETS]

at

[ROSA POWER SUPPLY COMPANY LIMITED

(RPSCL)]

Special Conditions of Contract

Article No **Description** **Page No**

Special Conditions of Contract

1. **Rules of Interpretation:**

   Capitalised terms used in this SCC unless defined elsewhere in this SCC shall have the respective meanings ascribed to them in the GCC.

2. **Definition:**

   2.1. **Scope of Work :**

   The Scope of Work shall be as specified in the Technical Specifications and quantified in the Bill of Quantities, Schedule of items etc.

   2.2. **Purchaser:**

   "Purchaser" means [NAME OF COMPANY].

   2.3. **Owner:**

   "Owner" means [NAME OF COMPANY]

   2.4. **Supplier:**

   "Supplier" [NAME OF COMPANY]

   2.5. **Completion Time along with milestone**

   As per Annexure-A

   2.6. **Warrantee / Defect Liability Period:**

   As per Annexure-B

   2.6 **Engineer In Charge** (EIC) means authorised person or employee appointed by Purchaser to execute the Contract.

   2.7 Contract Price is INR ____________________ inclusive of taxes and duties.

3. **Acceptance of Purchase Order**

   The Vendor must accept and return a signed copy of the Purchase Order within Fifteen (15) days of issuance of the Purchase Order

4. **Terms of Payment & Bank Guarantee:**

   4.1. **Payment Terms:**

Sr. No.	Stages	% of Contract Price	Conditions Precedent
a)	Pro – rata running payment basis	90%	On receipt and acceptance of Goods, against submission of following Documents: a) Purchase Order duly signed by Parties b) LR / RR (for DG) c) Bill Of Lading (BL) (For IG) d) Valid Tax Invoice (For DG) e) Valid Commercial Invoice (For IG) f) Challan (for DG) g) Packing List / Detailed Packing List (For IG) h) Approved Test certificates / Quality certificates (For DG / IG) i) Certificate of Origin (For IG) j) Material Dispatch Clearance Certificate (MDCC) (For DG / IG) k) Insurance Policy / Certificate (For DG/IG)

Sr. No.	Stages	% of Contract Price	Conditions Precedent
			l) Warranty / Guarantee Certificate (For DG/ IG)
c)	Retention Amount	5 %	After Provisional Take Over or 180 days from date of commissioning of package under terms of the Contract whichever is earlier
d)	Retention Amount	5%	After Final Take Over and submission of i) Tax Invoice ii) Letter of Indemnity and iii) No Demand Certificate

DG is Domestic Goods and IG for Imported Goods

Note:

i. In case of inspection of equipment/materials at Vendor's works, prior to dispatch, the intimation regarding readiness of materials for inspection should be sent two (02) weeks in advance.

ii. All payments shall be due after receipt and acceptance of Goods at site and 90 days from the date of receipt of certified Tax Invoice along with all relevant documents.

4.2. **Bank Guarantees:**

Bank Guarantee	To be Submitted on	Claim Valid Up to
Contract Performance Bank Guarantee: 10% of the Contract Price including taxes and duties.	Within 15 days of Issue of Purchase Order	Claim Valid till 365 days from the expiry date.

4.3. **Process for Local Sale and Interstate Sale:**

The detailed process and documentation for effecting local sale and interstate sale is provided in Annexure C.

5. Transit Insurance:

The Contractor shall arrange, secure and maintain in-transit insurance for all Equipment up to the Site. The terms and conditions are provided in Annexure D.

6. Liquidated Damages:

6.1. **Liquidated Damages for delay in Completion**

Due to any delay for reasons attributable to the Vendor in the completion of the Work as per the agreed schedule under this Contract, the Vendor shall be liable to pay to Purchaser Liquidated Damages and not as penalty, a sum at the rate of 0.5% of the Contract Price per each week of delay or part thereof by which delay has occurred, subject to a maximum of 10% of the Contract Price.

6.2. **Liquidated Damages for shortfall in Guaranteed Performance Parameters**

The Liquidated Damages for shortfall in Guaranteed Performance Parameters shall be levied by the Purchaser subject to maximum of 15% of Contract Price.

The payment of Liquidated Damages shall not in any way relieve the Vendor from any of its obligations to complete the Work or from any other obligations and liabilities of the Vendor under the Contract.

The Liquidated Damages for delay will be recovered at the sole discretion of the Purchaser from the Contract Price or from other securities/ BG's available with the Purchaser or jointly.

6.3. **Liquidated Damages for delay in completion of intermediate Milestone:**

Time is essence of the Contract. After issuance of the Contract, the contractual network / L2 network will be finalized and approved by the Purchaser.

Due to any delay in completion of the intermediate Milestones as per Milestone schedule agreed under this Contract, the Vendor shall be liable to pay to Purchaser in the nature of Liquidated Damages, and not as penalty, sums at the rates as specified in **Annexure A (Milestone Schedule)**, per each week of delay or pro-rata part thereof by which delay has occurred:

In case of Vendor completing all the work under this Contract within the agreed contractual schedule, amount of Liquidated Damages withheld for delay in completion of the intermediate Milestones will be refundable.

6.4. **Overall Liquidated Damages for delay**

Overall Liquidated Damages for Delay shall be limited to maximum Ten (10%) of the Contract price.

6.5. **Overall (Total) Liquidated Damages:**

The total Liquidated Damages payable by the Vendor on account of any or all of the above shall be subject to a maximum of 20% of the Contract Price.

6.6. **Liquidated Damages reasonable:**

The Purchaser and Vendor hereby acknowledge and agree that the terms, conditions and amounts fixed above as Liquidated Damages are reasonable, considering the actual costs that the Purchaser will incur in the event of Vendor's failure to meet the Contract schedule and/or shortfall in performance guarantees. The amounts of these Liquidated Damages are agreed upon and fixed as above by the Parties because of the difficulty of ascertaining on the date hereof the exact amount of such reduction in value or costs that will be actually incurred by the Purchaser in such event, and the Parties hereby agree that the Liquidated Damages amounts specified herein shall be applicable regardless of the costs actually incurred by the Purchaser.

Purchaser shall deduct the above sum on account of price adjustment for delay from any monies due or that may become due to Vendor or if such monies are insufficient, Vendor shall forthwith pay the deficient amount within forty five (45) days of written request.

7. Mitigation of consequences of delay

In all cases where such an event for delay has occurred, the Vendor shall advise the Purchaser / Owner of

a) The extent of the actual and contemplated delay and its anticipated effect upon the date of Provisional Taking-Over.

b) The Vendor's plans to take steps to overcome or minimize the actual or anticipated delay and the increased costs, if any, associated therewith, and

c) The Vendor's plans to adopt any methods suggested by the Purchaser / Owner to overcome or minimize the delay and the increased costs, if any, associated therewith, and shall use all reasonable endeavors to take such steps and/or adopt such methods.

8. Tax Registration

Vendor shall obtain registration where the supply will be carried out under GST Laws. Refer GCC Article 47 (C) in detail.

8.1 In the event that a Change in Law, occurs during the term of the Contract, which results in any benefit to the Vendors / Sub-Vendors, the Vendors / Sub-Vendors shall be bound to pass on such benefit arising out of the Change in Law to the Purchaser.

8.2 Vendors or Sub-Vendors shall issue the E-invoice (in the prescribed format) within the time limit prescribed under the relevant GSL Laws. Payment shall be released only when the Vendors or Sub-Vendors furnish appropriate documents evidencing payment of applicable taxes and fulfill all compliances prescribed by relevant GST Laws prevalent at the time of supply, payment or raising of Tax Invoice / E-invoice. Any change in the prices agreed between the Parties due to reasons including but not limited to discounts, price adjustments (including adjustment on account reasons outlined above), etc. shall be clearly recorded on the face of the Tax Invoice / E-invoice. Vendors or Sub-Vendors shall duly comply with the prescribed laws in order to enable the Purchaser to avail appropriate credit of the taxes discharged by the Vendors or Sub-Vendors. Any loss of credit arising on account of any reason including but not limited to negligence, fault, etc. of the Vendors or Sub-Vendors shall be deducted from any monies due or that may become due to Vendor to dispatch the Goods or if such monies are insufficient, Vendors shall forthwith pay the deficient amount within forty five (45) days of written request.

8.3 Submission of Harmonised System of Nomenclature (HSN) Code by Vendor:

Vendor must submit HSN Codes for all the items to be Delivered under the Contract. HSN Codes must be mandatorily mentioned in the Tax Invoice.

9. Power to withhold payment by Purchaser:

9.1. Purchaser shall have power to withhold payment of Tax Invoice / E-invoice in full or in parts for the reason of non compliance of major Contract terms and conditions such as quality of work, progress of work etc as per the discretion of Engineer In Charge.

9.2. Such withholding of payment neither relieve the Vendor to execute the work with due diligence and speed, nor entitle Vendor to claim any interest, loss of anticipated profit, etc there on.

9.3. All the compliances to be done before next Tax Invoice / E-invoice and hold amount to be released. In case Vendor is not able to do the compliance before next Tax Invoice / E-invoice such hold amount shall be released as and when such compliances are fulfilled to the satisfaction of Purchaser.

9.4. If the work is not performed in strict accordance with the Contract ,or if the work of any other Contract between the Vendor herein and the Purchaser is not performed in strict accordance with its terms, or if the Purchaser has a claim against the Vendor herein for any other reason whatsoever ,or if any claim ,just or unjust (including claims for wrongful death and for injuries to person property), which arises out of the performance of work is made against the Purchaser, the Purchaser shall have the right to withhold out of any payment, final or otherwise, such sums as the Purchaser may deem ample to protect it against delays or loss or to assure the payment of such claims.

9.5. Deduction for Defective Work as alternative to requiring corrections: If the Purchaser deems it inexpedient to require the Vendor to correct Work(s) damaged or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made by agreement between the Vendor and Purchaser. In the event of failure of said parties to reach an agreement, the amount to be so deducted shall be settled in accordance with the procedure hereinafter provided for the settlement of disputes. Until such settlement, the Purchaser may withhold such sum as it deems just and reasonable from monies, if any, due the Vendor.

10. Work Completion

The Vendor has to intimate in writing to the Purchaser about the completion of activities for necessary inspection of Purchaser for certification.

Joint protocol to be signed off by Vendor and Engineer In Charge on completion of intermediate milestone.

11. Others:

Vendor shall not link the performance of Supply obligation/Scope of Work defined in this Contract pertaining to this Project with any of the existing running projects in Reliance Group.

Purchaser shall have right to issue supplementary Tax Invoice/debit note to Vendor in terms of Contract with taxes as applicable under tax laws/statue prevailing at time of issuance of supplementary Tax Invoice/debit note**.**

12. Purchaser's Taking Over

12.1. **Provisional Taking Over Certificate**

The Vendor may by written notice to the Purchaser request that the Purchaser issue a Provisional Taking Over Certificate when each of the following have been fulfilled:

a) Mechanical completion shall have occurred;

b) the initial operation has been successfully completed;

c) completed all the outstanding items properly required to be completed as specified in the preliminary punch list; and in case of failure to complete such item by the Vendor, it shall not prevent issuance of the Provisional Taking Over Certificate only if the normal operation is not getting affected

The Purchaser shall, within ten (10) Days after the Purchaser’s request for the issuance of the Provisional Taking Over Certificate, either: (a) endorse and issue the Provisional Taking Over Certificate stating the date on which the conditions in this Article were satisfied and listing the items to be rectified or completed after the Provisional Taking Over Date and the date by which they are to be rectified or completed, or (b) reject the request giving its reasons where appropriate, and specifying the work required to be done by the Vendor to enable the conditions in this Article to be met.

12.2. **Final Taking Over Certificate**

The Vendor may by written notice to the Purchaser request that the Purchaser issue the “Final Taking Over Certificate”) when each of the following shall have been:

a. Provisional Taking Over of each Unit has occurred;

b. Vendor has submitted the Performance Test Report and such Performance Test Report demonstrates achievement of the Performance Guarantees or the Minimum Performance Guarantees

c. Vendor has completed all final punch list items.

Purchaser shall, within fourteen (14) Days after the receipt of a request from the Vendor for the issuance of a Final Taking Over Certificate, either: (a) issue a Final Taking Over Certificate stating the date on which the conditions set out in this Article herein were all satisfied. ; or (b) reject the request giving its reasons where appropriate, and specifying the work required to be done by the Vendor to enable the conditions in this Article herein to be satisfied.

13. Tax Invoice submission procedure, certification and E-invoicing

Tax Registration

Vendor shall obtain registration where the supply will be carried out under GST Laws. Refer GCC Article 47 (C) in detail.

13.1 In the event that a Change in Law, occurs during the term of the Contract, which results in any benefit to the Vendors / Sub-Vendors, the Vendors / Sub-Vendors shall be bound to pass on such benefit arising out of the Change in Law to the Purchaser.

13.2 Vendors or Sub-Vendors shall issue the E-invoice (in the prescribed format) within the time limit prescribed under the relevant GSL Laws. Payment shall be released only when the Vendors or Sub-Vendors furnish appropriate documents evidencing payment of applicable taxes and fulfill all compliances prescribed by relevant GST Laws prevalent at the time of supply, payment or raising of Tax Invoice / E-invoice. Any change in the prices agreed between the Parties due to reasons including but not limited to discounts, price adjustments (including adjustment on account reasons outlined above), etc. shall be clearly recorded on the face of the Tax Invoice / E-invoice. Vendors or Sub-Vendors shall duly comply with the prescribed laws in order to enable the Purchaser to avail appropriate credit of the taxes discharged by the Vendors or Sub-Vendors. Any loss of credit arising on account of any reason including but not limited to negligence, fault, etc. of the Vendors or Sub-Vendors shall be deducted from any monies due or that may become due to Vendor to dispatch the Goods or if such monies are insufficient, Vendors shall forthwith pay the deficient amount within forty five (45) days of written request.

13.3 Submission of Harmonised System of Nomenclature (HSN) Code by Vendor:

Vendor must submit HSN Codes for all the items to be Delivered under the Contract. HSN Codes must be mandatorily mentioned in the Tax Invoice.

14. Tax Invoice submission procedure, certification and E-invoicing

14.1 Tax Invoice / E-invoice shall be submitted to the Engineer In charge for certification. Supplier must pay due attention of submission of Tax Invoice / E-invoice along with relevant Documents to EIC. Tax Invoice / E-invoice shall be certified by EIC after verifying relevant original Documents submitted by Supplier / Vendor. If original Document associated with Tax Invoice / E-invoice is mis placed or lost during transit or for any genuine reason(s) attributable to Supplier, the reason(s) should be informed to EIC / Purchaser in writing in stipulated period as instructed by EIC / Purchaser. A true certified Document with an indemnity bond or Bank Guarantee must be submitted in the format provided by the Purchaser as the case may be and as decided by Authorised Person or Site Finance / Head of Finance at Head Office.

14.2 Incomplete Tax Invoice / E-invoice will not be considered for processing of payments in terms of the Contract. Any dispute regarding Tax Invoice / E-invoice submission and or associated relevant Documents if any, GCC shall be referred to resolve the Dispute. Purchaser reserves right to recover payable amount or part of Tax Invoice/ E-invoice from available financial security or dues with the Purchaser. Supplier / Vendor shall be paid after certification of Tax Invoice / E-invoice along with associated relevant Document(s) by the EIC & Site finance within 15-20 days from date of submission of Tax Invoice / E-invoice along with associated relevant Document(s) by Supplier / Vendor.

Annexure-A

Completion Time along with Milestone:

The entire Scope of Works shall be completed within a time period of [ ] as per the milestones set below :

Sl No	Milestone	Completion period (in Number of Weeks from NTP)
1		
2		
3		
4		
5		

Annexure-B

Warranty / Defect Liability Period -

Performance requirements of the works completed is as per detailed specifications and standards specified and to be adhered to strictly. In-case of deficiency, the same is to be rectified / redone to meet the specifications by the Vendor within stipulated schedule or any extension thereof. The Vendor shall be liable to rectify all defects except those arising out of normal wear and tear, in the works done by the Vendor under this Contract, or from any act or omission of the Vendors for a period of [**24] months**from the date of Supply or 18 months from the date of installation, whichever is earlier.

Annexure C

1. FOR LOCAL PURCHASES

   1. The Vendor shall only Deliver the approved Equipment or Goods or materials in terms of the Purchase Order / Contract.

   2. The Vendor shall raise Tax Invoice on Purchaser as per GST Law. The Contract Price as mentioned in the Purchase Order/Contract is either DDP or DTU at place of destination, that is Site.

   3. The Vendor shall ensure that all legally required Documents are carried by the transporter including the original Tax Invoice / E-invoice and the Lorry Receipts (LRs) / Bilties / Railway Receipt (RR), delivery challan (DC) as the case may be. The Purchaser shall not accept Equipment, Goods or materials if LR/ RR / Bilty and the original Tax Invoice / E-invoice are not handed over at Site to Authorised Person. The Vendor shall endorsed all dispatch Documents in favor of Purchaser as consignee. E-invoice must be raised as per GST Laws.

   4. The Vendor shall give an undertaking in the following words on each Tax Invoice / E-invoice or one time declaration on letter head of the Vendor in the absence of which tax payment as on the Vendor's Tax Invoice / E-invoice may be withheld. If the declaration is not submitted, the Supplier agreed to have compliant under GST Laws.

      "The tax component as mentioned in the Tax Invoice / E-invoice shall be deposited under GST Laws by way of actual payment or by way of legal set off as per law. The turnover billed shall be duly declared in Vendor's GST returns, a copy of which shall be filed with the Purchaser. Should the input tax credit to the Purchaser be denied by way of any lapse on the part of the Vendor, the same shall be paid on demand and in any case the Purchaser is authorized to deduct the tax equivalent amount from the amount payable to the Vendor or Setoff under the Contract."

   5. The Vendor shall ensure exact quantities are Delivered as per standard packaging and if the quantities are short Delivered, as per verification at the Vendor's Site, the same shall be adjusted and net payment shall be made accordingly by Supplier subjected to debit note by Purchaser.

   6. Time is the essence of this Contract. The Vendor shall supply the Equipment or Goods or materials at Site strictly as per timelines in this Contract.

   7. The Equipment or Goods or materials shall be Delivered in the packaging form as specified in this Contract.

   8. The Equipment or Goods or materials shall be Delivered during working hours from 10AM to 5PM. No Delivery shall be effected after this time unless prior intimation is given to the Purchaser.

   9. The Vendor shall take signature of the Authorized Person with Purchaser's seal clearly accepting the Equipment or Goods or materials and the quantities in the absence of which payment shall not be made by the Purchaser.

   10. Any statutory variation in the GST rates shall be reimbursed to the Supplier or reimbursed by Supplier to Purchaser as the case may be.

   11. The Payment shall be made through RTGS only as per time lines given in this Purchase Order. Vendor to furnish the details in the Vendor registration form to be provided by Purchaser.

12. The Purchaser has exclusive right to reject the Equipment or Goods or if not Delivered strictly as per terms and conditions of this Contract.

2. <u>FOR INTERSTATE PURCHASES</u>

1. The Vendor shall only Deliver the approved Equipment or Goods or materials in terms of the Purchase Order / Contract.

2. The Vendor shall raise Tax Invoice as per GST Laws. On the Tax Invoice the name of the transporter,LR/ RR/ Bilty number shall be clearly mentioned. Tax Invoice must be E-invoice form under GSL Laws.

3. The Vendor shall ensure all legally required Documents are carried by the transporter including the original Tax Invoice, Lorry Receipts (LRs) / Bilties / Railway Receipt (RR), Delivery Challan (DC), E way bill if any. The Purchaser shall not accept Equipment or Goods or materials if LR/ RR / Bilty and the original Tax Invoice are not handed over at Site to Authorised Person. The Vendor shall draw all dispatch / consignment Documents in favor of the Purchaser who shall be the consingee. The Vendor shall ensure that all the road permits / E- Way bill as may be required for Delivering the Equipment or Goods or materials are obtained from the Purchaser in advance. Any penal action under GST Laws on this score shall to the account of the Supplier.

   The Supplier shall clearly mention on each Tax Invoice the following:

   "**Equipment or Goods or materials Delivered are meant for Purchaser / Owner for the Project".**

4. Vendor shall furnish a statement of Tax Invoices and Contract Price/values thereof for each quarter of financial year. The Vendor shall ensure exact quantities are Delivered as per Purchase Order conditions, and if the quantities are short Delivered, as per verification at the Vendor's Site by Authorised Person, the same shall be adjusted and net payment shall be made accordingly subjected to issuance of the debit note by Purchaser.

5. Time is the essence of the Contract. The Vendor shall Deliver the Equipment or Goods or materials at Site strictly as per timelines in this Contract.

6. The materials shall be Delivered in the packaging form as specified in this Contract.

7. The materials shall be Delivered during working hours from 10AM to 5PM. No Delivery shall be effected after this time unless prior intimation is given to the Purchaser.

8. The Vendor shall take signature of the Authorized Person with Purchaser's seal clearly accepting the Equipment or Goods or materials and the quantities in the absence of which payment shall not be made by Purchaser.

9. Any statutory variation in the GST tax rates shall be reimbursed to the Vendor or reimbursed by Vendor to Purchaser as the case may be.

10. The Payment shall be made through RTGS only as per time lines given in this Purchase Order.

11. The Purchaser has exclusive right to reject the Equipment, Goods or materials if not Delivered strictly as per terms and conditions of this Contract.

Annexure-D

Terms and Conditions of In-Transit Insurance

S. No.	Insurance	Amount Insured	Deductible	Conditions
A	In-Transit Insurance	(i) One hundred ten percent (110%) of CIF value in case of Equipment including all spare parts and Type Test Charges to be Delivered from abroad/ one hundred ten percent (110%) of Ex works value in case of Equipment including all spare parts and Type Test Charges to be Delivered from within the Owner's country (ii) Applicable custom duty, taxes and duties (iii) Escalation i.e. five percent (5%) on (i) and (ii)	Not Permitted	(i) Owner to be named as the principal insured. (ii) Open policy. (iii) All risk as per institute cargo. (iv) War, SRCC, terrorism. (v) Institute replacement Article special replacement Article (Air duty) and deferred unpacking Article. (vi) Insurers right of subrogation against all parties (excluding carrier) waived. (vii) Warehouse to warehouse basis. (viii) Intermediate storage requirements without any limit.

Annexure-E

FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT WITH REGARD TO E INVOICING PROVISIONS APPLICABLE UNDER GOODS AND SERVICES TAX

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT executed this ....day of...................... 20 .... Between .... (Name of Supplier) a Company incorporated under the laws of ……………………… having its Registered Office(s) at .... (Office Address) .... hereinafter called the 'Supplier'.

AND

.... having its registered office at .... (hereinafter referred to as 'Purchaser').

1. Purchaser has awarded the Supplier the Contract (reference number. .... dated ....,) relating to .... (Name & Address of Project) .... (hereinafter called 'the Project').
2. Supplier is aware of Goods and Service Taxes (GST) provisions under Rule 48(4) and Rule 48(5) of Central GST Rules.
3. In the event the said Rule 48 (4) and Rule 48 (5) are applicable to the Supplier, the Supplier undertakes that whenever it supplies / delivers / dispatches the materials, Supplier will provide an electronic invoice ("e-Invoice") in accordance with the prevalent GST Laws to the Purchaser / Owner. The e-invoice will have key parameters such as invoice reference number (IRN) and quick reference code (QR Code) including all other parameters embedded in e-invoice as per the prevalent GST Laws.

NOW THEREFORE THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT WITNESSETH AS UNDER:

1. That Supplier by way of this Indemnity-cum-Undertaking Agreement, Indemnifies the Purchaser \ Owner from: any loss or damages whether indirect or direct, all and any penalty stipulated by Government agency(ies) on the Purchaser / Owner for negligence of the Supplier intentionally or unintentionally by not providing e- invoice required under the GST Laws. The invoice issued by the Supplier in any manner other than the manner specified in the aforesaid sub-rule shall not be treated as an invoice as per applicable GST Laws. Such invoice other than e-invoice shall be considered as void document.
2. Upon Supplier's failure of raising e-invoice to the Purchaser leading to the denial of the input tax credit to the Purchaser, the Purchaser reserves the right to withhold the payment and or raise debit note for forgone / denied input tax credit along with interest and or with penalty within three working days from date of notice issued to the Supplier in writing.
3. The Supplier will reimburse the amount of the debit note with applicable GST or provide the unconditional bank guarantee from a reputed credit worthy bank to the Purchaser within five working days from date of issue of debit note by the Purchaser as per clause (2) above.
4. Purchaser shall pay back to the Supplier through credit note, should the input tax credit amount be reinstated by Government agency(ies) within five working days from the date of the order.
5. The Supplier undertakes that the Supplier files GST returns as per GST Laws.
6. The Supplier undertakes to unconditionally indemnify the Purchaser / Owner from levy of penalty / fines due to denial of input tax credit on failure of Supplier to provide e invoice under

GST Laws in form of reimbursement of lawyer and court expenses or to provide legal counsel at cost of the Supplier immediately, if need arises on intimation by Purchaser in writing.

IN WITNESS WHEREOF, the 'Supplier' and the 'Purchaser', through their authorized representative, have executed these presents on the Day, Month and Year first mentioned above at .... (Name of the Place) ....

....	……………………….
(Supplier's Name)	(Purchaser's name)
Name of authorised person………..	Name of authorised person………..
Authorised Signature...................	Authorised Signature ....
Designation	Designation ....

* Indemnity-cum-Undertaking Agreement are to be executed by the authorised person and (i) in case of Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity-cum-Undertaking Agreement , (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity-cum-Undertaking Agreement. In case of Purchaser, Power of Attorney of person of the Purchaser shall be applicable.

Annexure- F

Payment terms for Advance

1) Advance amount (whether full or part) must be accompanied by following securities.
   i. Advance Bank Guarantee or
   ii. Indemnity or
   iii. Corporate Guarantee with indemnity or
   iv. Collateral security from vendor in favour of Reliance or
   v. 100% against successful receipt of materials at site as per terms of the contract.
2) Annexure for advance payment and declaration that vendor bank account is not NPA , freeze, in active, format. "Declaration from vendor whether it is undergoing NCLT process, liquidation or not and submitting bank account details which is not under NPA. Vendor to provide annexure ____ in the format attached in the Contract. ".

Annexure ______

Subject : Declaration by Vendor that its bank account is active

It is to declare that the following bank account is not under "NPA", dormat, inactive, freeze under any Act, Laws of the land. If the said bank account is declared as NPA, or become dormat or inactive due to any reasons or by vitue of operation of laws, the vendor shall inform to Purchaser within 3 working days from the date of such activity. Vendor obliged to provide fresh declaration a day before advance payment is to be released. If vendor's bank account is NPA, inactive or freeze then vendor shall not entitle to get the advance payment in said bank account but it shall then immediately provide new bank account details to Purchaser.

Bank account details

Bank name	
Bank account number	
IFSC code	
SWIFT	
Active since when	
If non active reasons of such and since when	

---------------------------- (Sign)

(sign by vendor's authorized signatory having valid authority letter / POA)

Documents for Advance Payment:

1. Advances paid is not subjected to GST. The entire amount will be taxed when the supply of goods or materials actually delivered or dispatched.
2. For advance payment for supply of goods towards proforma invoice GST is not applicable or advance payment is not subjected to GST. GST is payable to vendor only when tax invoice is raised along with delivery of goods at site \ point of destination.
3. The vendor must provide advance receipt voucher to Purchaser within 3 working days from date of receipt of advance amount.

Annexure- G

Deviations in the Special Conditions of the Contract

Sl. no	SCC Clause details	SCC clause	Original	Changes

Code of Conduct for Suppliers

Name of the Document	Code of Conduct for Suppliers
Version	1.0
Policy/ Guideline/ Code/ SOP/ Advisory	Code
Group level/ Company level/ Business level	Group

Table of Contents

Preamble

Reliance ("**RELIANCE**") is an Indian listed company engaged in Power developer and generation, EPC Projects, Defence with sustainability embedded into its long-term strategy for growth. RELIANCE is committed to fostering green consciousness through an inclusive approach that encompasses the activities of its supply chain.

Philosophy

RELIANCE's philosophy is built on a rich legacy of fair and transparent governance and disclosure practices, many of which were in existence even before they were mandated by legislation on corporate governance. The Company's essential character revolves around values based on transparency, integrity, professionalism, and accountability.

RELIANCE is committed to seeking sustainable growth by integrating Environment, Social and Governance (ESG) principles with its businesses and when managing relationships with the value chain. The Company encourages its suppliers, who are a part of the value chain, to carry out their activities responsibly while complying to all national and international laws applicable at any given time. Furthermore, RELIANCE expects and urges its suppliers to introduce suitable processes, functions and management systems within their organisations that support such compliance and drive continuous improvement with regards to the requirements included in the Code of Conduct.

Purpose

In line with its philosophy, RELIANCE fosters responsible behaviour in its supply chain, in accordance with the highest standards of ethics and integrity, respect for the law, human and labour rights, and environmental stewardship. RELIANCE upholds in letter and in spirit the United Nations Universal Declaration on Human Rights, the fundamental Human Rights Conventions of International Labour Organisation (ILO) and Sustainable Development Goals (SDGs). We follow Integrated Reporting (IR) and Business Responsibility and Sustainability Reporting (BRSR) frameworks.

This Code of Conduct (hereinafter referred to as the "CoC") shall guide all suppliers to engage in ethical, responsible, and legal business practices in their operations and adhere to ESG standards. RELIANCE expects the suppliers to comply with all applicable regulatory requirements and implement policies and procedures, and provide training, as deemed necessary within their organisation. This CoC has been developed considering the current national and international laws, policies, regulations and global standards.

Scope of Application

The Code extends to all suppliers who do business with RELIANCE and includes contractors, sub-contractors, vendors, consultants, agents, business partners, collaborators and others that work for or supply goods and services to RELIANCE, including their personnel (employees or sub-contractors). Suppliers shall include a company/firm/proprietor/MSME or any of its directors, officers, employees, representatives, agents, affiliates or other persons acting on behalf of the company/ firm/proprietor or any of its affiliates.

Implementation of Code of Conduct

1. Suppliers are required to adhere to the CoC and are expected to self-monitor and demonstrate their compliance with this Code.
2. By adopting this CoC, the suppliers undertake to abide by and implement all the principles to their best knowledge and efforts.
3. RELIANCE reserves the right to carry out due diligence, audit and inspection of its suppliers, who must cooperate in the process. Such suppliers are also urged to conduct similar due diligence of their suppliers, contractors and affiliates to enable compliance throughout their supply chain.
4. Any noncompliance by the supplier will constitute a breach of its contractual obligations. In the event of any breach of CoC, RELIANCE reserves the right to take appropriate action including termination of existing contractual relationship and/or removal/suspension of any supplier who is in breach or violates any provisions of this CoC. In the event of the above, RELIANCE shall not be liable for cost, expenses or damages of any kind as a result of exercising its right as mentioned herein above. Supplier will indemnify RELIANCE with regard to any government or third-party investigations related to or arising out of suppliers alleged violation of this Code.
5. Suppliers shall promptly inform RELIANCE when any circumstance arises that causes them to operate in violation of this CoC. They should also agree on the corrective measures to be taken.

Reporting on Breaches

RELIANCE expects the suppliers to report in good faith any potential or actual violation of this CoC, laws, regulations or ethical or professional standards. Unless prohibited by law or regulation, RELIANCE expects the suppliers to raise concerns related to this CoC by making a protected and confidential disclosure through the reporting channels mentioned in RELIANCE's Whistle Blower Policy.

RELIANCE will review/investigate any concerns raised and discuss findings/escalate with the supplier as appropriate. If remediation is required, the supplier will devise and inform RELIANCE of their corrective actions and implementation plan to resolve the breach effectively and promptly.

Reported violations will be treated with confidentiality as per RELIANCE's Whistle Blower Policy.

Declaration of Compliance

Suppliers will provide a one-time declaration confirming their understanding of RELIANCE's CoC and declare that they have not done anything during past years and will not resort to any activity that would amount to violation of the CoC. By this declaration, the Supplier is stating and agreeing to:

- Accept the values expressed by RELIANCE in the CoC
- Abide by RELIANCE's CoC and its subsequent versions during the tenure of their engagement with RELIANCE
- Adhere to the requirements and expectations set out in this CoC
- Provide complete and accurate information to facilitate any kind of due diligence efforts undertaken by RELIANCE
- Comply with the applicable laws and regulations in the country or countries where they operate

The format for the declaration is enclosed as **Annexure -1** to this Code of Conduct.

Procurement teams shall incorporate a Clause in all Purchase Orders (PO) on RELIANCE's Code of Conduct for Suppliers and the requirement of providing Self Declaration, enclosed as **Annexure - 2**.

Code of Conduct for Suppliers

RELIANCE expects suppliers including their personnel (employees or sub-contractors) to support, embrace and enact the following Code of Conduct (CoC), apart from complying with all national and international regulations and laws that are applicable at any given time. RELIANCE encourages its suppliers to go beyond compliance and embrace the principles of sustainability. RELIANCE will support training and capacity-building programmes undertaken by suppliers, which promote awareness on sustainability and responsible business practices. RELIANCE shall incorporate regulatory compliance and ESG performance as key criteria based on requirements as stated in the Code during evaluation of the suppliers.

A. Promote Environmental Sustainability

All suppliers support a precautionary approach to environmental issues and undertake initiatives to promote better environmental responsibility. To this end, suppliers will

1. *Reduce resource consumption and conserve natural resources:*

1.1. Conduct all operations, sourcing, manufacture, distribution of products and the supply of services with the aim of protecting and preserving the environment.

1.2. Use natural resources rationally and work towards reducing resource consumption (water, energy, fuel, electricity, other materials etc.) and GHG emissions.

1.3. Identify environmental risks and set up appropriate prevention measures.

2. *Prevent pollution and reduce waste generation*

2.1. Maintain all required official permits, licenses and registrations.

2.2. Prevent contamination, limit waste generation, and avoid or minimise adverse impact on the environment and biodiversity by facilitating reusing and recycling material.

2.3. Clearly monitor the precautions to be taken during operations & maintenance in case of emission of heat, vibrations, radioactive rays, noise or similar.

2.4. Use only those chemicals and aerosols with very low or zero ODP (Ozone Depletion Potential), which are allowed as per the regulatory provisions.

2.5. Ensure that all the chemical and hazardous substances are accompanied by the manufacturer MSDS (Material Safety Data Sheet) during transport, storage, use and disposal, and that instructions mandated be strictly followed. No chemical and hazardous substance shall be received without a MSDS document. All the applicable regulatory guidelines shall be adhered strictly for the procurement, transport, storage, use and disposal of such harmful and hazardous chemicals.

2.6. Provide written instructions about handling and/or disposal of equipment and product during the life cycle if special handling is required.

B. Commitment to Human Rights, Labour and the Society

Suppliers shall support, respect and protect human and labour rights and make sure their organisation/entity is not complicit in any kind of abuses and/or violations. In this regard, the suppliers must:

1. *Fair working conditions*

1.1. Provide and maintain healthy and safe working conditions and welfare facilities for the employees in its establishment.

1.2. Ensure that that wages and benefits of their employees and subcontractors are fair and comply with applicable national and local laws as well as with contractual agreements.

1.3. Provide all workers, both permanent and non-permanent, with employment documents that are freely agreed to and which respect their legal and contractual rights.

2. *Health & Safety*

Ensure that the activities of suppliers do not harm the health and safety of their own employees, suppliers and subcontractors, local communities/population, and finally the users of its products and services, which is in accordance with the RELIANCE's Mission Zero Harm in Health and Safety.

3. *Child Labour*

3.1. No person below 18 years shall be employed or permitted to work in any occupation or process.

3.2. Zero tolerance for any kind of child labour in their establishments and supply chain.

4. *Forced Labour*

4.1. Under no circumstance shall suppliers use forced labour[1], whether in form of compulsory or trafficked labour, indentured labour, bonded labour or other forms, through direct or indirect use of force and/or intimidation.

4.2. Any kind of slavery, mental and physical coercion, human trafficking and debt bondage in the supply chain shall not be tolerated.

5. *Wages and Working hours*

5.1. Ensure that all applicable regulations related to wages, overtime compensation and other legally mandated benefits of their employees and subcontractors are fair and comply with applicable national and local laws as well as with contractual agreements. Minimum wages are applicable as per applicable in central Act and State rules.

5.2. Ensure that maximum working hours laid down and are adhered to.

6. *Freedom of Association and Collective Bargaining*

6.1. Recognise and respect the rights of workers to freedom of association and collective bargaining. Workers are not intimidated or harassed in the exercise of their right to join or refrain from joining any organisation.

6.2. Ensure that all employees can communicate with the management regarding working conditions.

7. *Non-Discrimination and Equal opportunity*

7.1. Commit, within the scope of prevailing laws and statutes, to oppose all forms of discrimination[2].

7.2. Maintain a work environment free from any form of discrimination and harassment.

7.3. Refrain from discrimination in hiring and employment practices on grounds of skin colour, age, caste, gender, race, ethnicity, nationality, socio-economic background, physical or mental disability, religion, sexual orientation, marital status, pregnancy, dependants, political or religious opinion, ideology, union membership and personal or social circumstances. Special attention must be paid to the rights of workers most vulnerable to discrimination.

8. *Zero Tolerance towards Harassment*

8.1. Treat all employees with respect and dignity and furthermore ensure that their own suppliers treat their employees in the same manner.

8.2. No tolerance towards unacceptable treatment of employees, such as physical punishment or torture, sexual harassment[3], or abuse, mental or physical coercion or verbal abuse, or the threat of any such treatment.

[1] 'Forced Labour' or 'Involuntary Labour' refers to all work or service that is extracted under the menace of penalty. It also includes terms such as, bonded labour and modern slavery. It also includes any labour for which the worker receives less than the government stipulated minimum wage.

[2] 'Discrimination' refers to unjust or prejudicial treatment of people, especially on the grounds of, but not limited to, caste, creed, gender, race, ethnicity, age, colour, religion, disability, socio-economic status or sexual orientation.

8.3. No worker should be subjected to any physical, sexual, psychological, or verbal harassment, abuse or other form of intimidation.

C. Ethical Integrity and Legality

Suppliers shall demonstrate the highest standard of integrity, ethics, and business conduct.

1. Compliance with Applicable laws and regulations:

1.1. All activities must be carried out in compliance with the legislation that is applicable in the countries in which the suppliers operate.

1.2. All other applicable international laws and regulations must be complied with, including those relating to international trade (such as those relating to sanctions, export controls and reporting obligations), data protection and antitrust/ competition laws.

1.3. Avoid any conduct that could tarnish or damage the reputation of RELIANCE.

2. Anti-Corruption & Anti Bribery

2.1. All forms of bribery and corruption are prohibited

2.2. Adequate measures and procedures should be in place to prevent bribery in all commercial dealings.

2.3. Maintain a policy of 'Zero Tolerance' of any practice that may be deemed to be corruption, either active or passive.

2.4. No tolerance for unacceptable conduct, which includes, but not limited to, non-compliance with anti-corruption laws and, directly or indirectly offering, promising, hiring or authorising payments in cash or in kind to any RELIANCE employee, public official or any other person or entity, with intention of a) obtaining or retaining business b) Influencing business decisions; and/or c) securing an unfair advantage.

3. Conflict of Interest

3.1. All and any conflict of interest in any business dealings with RELIANCE, of which the suppliers are aware, should be declared to RELIANCE so that appropriate action can be taken.

3.2. Avoid a situation where there is a real or potential conflict of interest with RELIANCE employees, or with their family or closely associated persons, that could affect the independence or objectivity of their professional actions or decisions. If avoidance is not possible, the suppliers should inform RELIANCE of the situation so that appropriate action can be taken.

4. Insider Trading and Other Economic Crimes

4.1. Ensure that all business and commercial dealings are transparently performed and accurately recorded in the books and records.

4.2. Comply with applicable anti-money laundering laws, conduct business only with ethically responsible partners and receive funds only from legitimate sources.

4.3. Avoid actual or attempted participation in economic offences, such as (but not limited to) money laundering, criminal breach of trust, counterfeiting, criminal misappropriation of properties, forgery, cheating, extortion, embezzlement and fraud.

4.4. Refrain from insider trading. No confidential information regarding RELIANCE is used to either engage, facilitate or support insider trading in RELIANCE's shares.

4.5. Take necessary measures to detect and prevent any illicit or suspicious forms of payment and inform and/or report through established channels if it has any suspicion or concern in this regard.

5. *Gifts & Hospitality*

5.1. Any business entertaining/hospitality with RELIANCE should be modest in value, appropriate, and compliant with the law and company policies, entirely for the purpose of maintaining good business relations and not intended to influence in any way RELIANCE's decisions on future business relationship.

5.2. Only gifts/honorarium of nominal value accepted or offered on festivals, at conferences, etc. will be permitted. Such gifts should comply with local laws and customs (including cultural and religious festivals) and should not be prohibited under applicable law and should not include cash or cash equivalents, gold or other precious metals, gems or stones.

5.3. Neither receive nor offer or make, directly or indirectly, any illegal payments, remunerations, gifts, donations or comparable benefits that are intended, or perceived, to obtain uncompetitive favours for the conduct of its business with RELIANCE.

5.4. Neither directly or indirectly offer any gift, entertainment, trip, discount, service, or other benefit to any official of RELIANCE or his/her close relations which would or be capable of compromising, influencing, liable to corrupt the integrity and objectivity of that person.

6. *Competition, Confidentiality and Data Privacy*

6.1. All market survey/other entities information must be obtained and used legitimately and in compliance with all applicable laws and regulations.

6.2. No attempt should be made to divulge to RELIANCE any information about any other entity in violation of any law or agreement.

6.3. Likewise, RELIANCE's confidential information must not be shared with any Supplier unless expressly permitted by RELIANCE in writing by authorised signatory under the respective purchase order or agreement, as the case may be.

7. *Transparency and Ethics*

7.1 *Fair competition*

Avoid any action that may constitute an illegal practice of unfair competition and ensure compliance with applicable competition laws.

7.2 *Corporate image and reputation*

Suppliers must NOT:

- Make false statements or provide any misleading information regarding its products/services.
- Give the impression of representing or being the spokesperson of RELIANCE while getting associated with any religious/political party or for activities in their personal capacity.

8. *Protection of Intellectual Property and No Misuse or Improper use of RELIANCE's assets/ property*

8.1. Respect and protect all confidential information and intellectual property of RELIANCE.

8.2. Do not misuse and share assets of RELIANCE and employ them only for the purpose of conducting the business for which they are duly authorised by RELIANCE. These include tangible assets such as equipment and machinery, systems, facilities, materials, and resources and intangible assets such as intellectual property rights, processes, know how & technology, proprietary information, etc.

8.3. Safeguard, secure, and protect RELIANCE's assets and information technology from theft, destruction, misappropriation, wastage, and abuse.

8.4. Promptly report loss, theft or destruction of any intellectual property and data of the Company or that of any Supplier.

9. *Financial Records and Accuracy in Books*

9.1. Have accounting practices in place to ensure accuracy of its financial books and records.

9.2. Ensure accurate accounting and proper reporting of information pertaining to the business and financial results in accordance with applicable Accounting Standards [Generally Accepted Accounting Principles (GAAP)].

9.3. Ensure compliance to applicable laws and regulations with respect to accounting and taxation and timely discharge of tax liability.

10. *Sanction Laws*

10.1 Do not engage in any dealings or transactions with any person, or in any country or territory that are subject to global / regional sanctions as mentioned herein below in clause 10.2. RELIANCE is vigilant of its suppliers who may be on a sanctions list or have a related company in a country subject to global/regional sanctions. In case of any concerns, the supplier should immediately report to RELIANCE.

10.2 Do not be subject to or the target of any economic or financial sanctions or trade embargoes imposed, administered or enforced by the U.S. Government including without limitation by the World Bank or by the United Nations Security Council, the European Union, the United Kingdom including by Her Majesty's Treasury or the Department of Business, Innovation and Skills, a relevant regulatory authority or the Minister of Foreign Affairs of Canada under the Special Economic Measures Act or the United Nations Act or legislation or regulations with similar purpose or effect or any other relevant sanctions authority of any other country (collectively, 'Sanctions Laws') nor is the Company or any of its subsidiaries / affiliates located, organised or resident in a country or territory that is the subject of the target of Sanctions Laws

10.3 Do not take any action which places or is likely to place RELIANCE in violation of Sanctions Laws and/ or breaches affecting the reputation and/ or business interests of RELIANCE

11. *Responsible Sourcing*

Ensure that goods and materials are not sourced in a suspicious or illegal way and implement measures for sustainable procurement practices[3] to ensure compliance with laws and regulations.

12. *Quality of Product and Services*

Products and services should meet the specifications, quality, safety and environmental criteria specified in the relevant contract documents and required by applicable laws

13. *Corporate Citizenship*

Suppliers shall be committed to be good corporate citizens, not only in compliance with all relevant laws and regulations, but also by assisting and supporting initiatives to improve the quality of life of local communities/regions in which it operates. The activities may be, but not limited to, community health and family welfare, vocational training, education and literacy and employment.

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[3] Sustainability shall mean to device a practice & procedure proactively to sustain resources of organisation and society at present levels with reasonable degradation. Sustainable procurement or sourcing is the process of making purchasing decisions that meet an organisation's needs for goods and services in a way that benefits not only the organisation but society, while minimising its impact on the environment. Organisation integrates the sustainability into business model as a resultant of ESG principles. This is achieved by ensuring that the working conditions of its suppliers' employees are decent, the products or services purchased are sustainable, where possible, and that socio-economic issues, such as inequality and poverty, are addressed.

(To be printed on Supplier's letterhead) **Annexure 1**

Declaration of Compliance to RELIANCE Code of Conduct

To,

____

__________ Address

Sub: Declaration of Compliance to RELIANCE Code of Conduct

1. I / We hereby confirm that I / We have read and understood RELIANCE Code of Conduct for Suppliers and undertake to comply with same and all applicable laws / statutes / directives or regulations. I / We undertake to comply with the Code of Conduct in letter and in spirit.
2. I / We agree that these clauses / provisions or amendment, if any, form an integrated part of any or all RELIANCE's purchase order or work order or agreement / contract. I / We confirm and uphold similar values as enshrined in this CoC and accordingly conduct my / our business operations.
3. I / We shall promptly notify an actual or potential breach and provide all information in this regard as per the provisions of CoC. I / We shall promptly take all remedial actions as required to comply with CoC. In the event of any failure to notify such breach or take such remedial measures, RELIANCE will be entitled to take appropriate action, including termination of existing contractual relationship / agreement / purchase order / work order / agreement / contract, if any or any other business transactions without any liability or obligation for cost, expenses or damages of any kind as a result of exercising its right as mentioned herein above towards me / us and RELIANCE in its sole discretion, may remove / suspend me / us as supplier.
4. We also authorise RELIANCE to conduct due diligence / audit / inspection and assure cooperation in the process.
5. I / We state that none of our activities are / have been conducted in violation of the Code of Conduct except the following:

Please mention short description of the violation(s) with current status. *In case you have nothing to report, please mention 'Nil' in this box*

Name of Company/ Entity:______________

Name & Designation of Authorised Signatory[4]:

Place:

Date:

Signature & Seal

[4] All Partners for Partnership Firm, Managing Director/ Head of Procurement for Company, Proprietor for Proprietorship firm, etc. The letter signed should have power of attorney of person supported by Board of Director Resolution or letter of authority of person signs this Self Declaration. This has to be submitted to Reliance at time the contract / agreement / purchase order awarded to the supplier.

Annexure 2

Clause to be included in PO/ WO/ Agreement/ Contract

RELIANCE is committed to seeking sustainable growth by integrating Environment, Social and Governance (ESG) principles with its businesses and when managing relationships with the value chain. RELIANCE upholds in letter and in spirit the United Nations Universal Declaration on Human Rights, the fundamental Human Rights Conventions of International Labour Organisation (ILO) and Sustainable Development Goals (SDGs). We follow the Global Reporting Initiative (GRI) standards, Integrated Reporting (IR) and Business Responsibility and Sustainability Reporting (BRSR) frameworks.

RELIANCE encourages the suppliers who are a part of its value chain to carry out their activities responsibly while respecting all national and international laws that are applicable at any given time. Furthermore, RELIANCE expects its suppliers to introduce within their organisations suitable processes and management systems that support such compliance and drive continuous improvement. RELIANCE reserves the right to carry out due diligence, audit and inspection of its suppliers, who must cooperate in the process.

RELIANCE's Code of Conduct for suppliers (hereinafter referred to as the "CoC") shall guide them to engage in ethical, responsible, and legal business practices in their operations and adhere to ESG standards. The CoC extends to all the suppliers who do business with RELIANCE, and includes sub-contractors, vendors, consultants, agents, business partners and others that work for or supply goods and services to RELIANCE, including their personnel (employees or sub-contractors).

Suppliers shall include the Company/ Firm/ Proprietor or any of its Directors, Officers, Employees, Representatives, Agents, Affiliates or other Persons acting on behalf of the Company/ Firm/ Proprietor or any of its affiliates.

Suppliers are required to provide a Declaration confirming their understanding of the RELIANCE Code of Conduct and declare that they have not done anything during past years and will not resort to any activity that would amount to violation of the CoC. By this declaration, the supplier is stating and agreeing to:

- Accept the values expressed by RELIANCE in the CoC
- Abide by RELIANCE's CoC and its subsequent versions during the tenure of their engagement with RELIANCE
- Adhere to the requirements and expectations set out in the CoC
- Provide complete and accurate information to facilitate any kind of due diligence efforts undertaken by RELIANCE
- Comply with the applicable laws and regulations in the State, Country or Countries where it operates

RELIANCE's Code of Conduct for Suppliers and format for the declaration are enclosed as "**Annexure -1**".