



# PURCHASE ORDER

JSW Hydro Energy Limited  
KARCHAM WANGTOO H.E.P  
Sholtu Colony, P.O. Tapri  
District - Kinnaur  
Kinnaur(Sholtu)-172104  
-Himachal Pradesh ( India )  
CIN No: U40101HP2014PLC000681

Vendor Code : 0020032919  
Name : CONNECTIVITY IT SOLUTIONS PVT LTD  
Address : 606-608, ECOSTAR,,VISHVESHVAR NAGAR  
ROAD,,CHURI WA  
MUMBAI-400063-Maharashtra  
Ph.No : 9870074006  
E-mail : RUCHESH@CONNECTIVITYSOLUTIONS.IN  
PAN NO : AAGCC1283L  
Vendor GST : 27AAGCC1283L1ZG

P.O.No.:JSWHEL/2025-26/0840000837  
P.O.Date:07.09.2025  
Type:ECAP/P/EIT/  
Buyer Name:PI\_RFCADMIN  
Buyer Email:sapnoreply@jsw.in  
PR.No/Date:4300003920/20.05.2025

Dear Sir/Madam,

We are pleased to place order against your Ref. Quote No. Ariba Dated: 3100800251 & Subsequent Negotiation , as per below mentioned Price, terms & conditions.

ALL THE PRICES MENTIONED BELOW ARE IN INR								
SR. NO.	ITEM CODE DESCRIPTION LONG DESCRIPTION / SPECIFICATION	UOM	QTY.	Over. Del%	UNIT PRICE	TOTAL BASE VALUE	TOTAL VALUE	DELIVERY SCHEDULE (Date - Qty)
1	2200181403 CBL,ASSY,IFC;HDMI ;CISCO CAB-2HDMI-3M-GR	EA	3.000	0.0	2,352.0000	7056	8326	29.11.2025
CABLE,ASSEMBLY,TYPE:INTERFACE;CONNECTOR TYPE SENDING END:HDMI ;CONNECTOR TYPE RECEIVING END:HDMI ;INSULATION MATERIAL:PVC;CABLE LE NGTH:3M;ADDITIONAL INFORMATION:CISCO CAB-2HDMI-3M-GR Additional Specifications :Make : CISCO, CAB-2HDMI-3M-GR D/T/C: I/P 18% IGST_ND IGST_ND @ 18 % - 1270.00 Freight (Value)_GST - 0.00 Freight/Quantity_GST - 0.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 Freight/Quantity - 0.00 Freight Value - 0.00 HSN Code: 85406090								
2	2200240162 SFTWRE,LICENSE,RMT MONITORING,LATEST,1	EA	1.000	0.0	4,186.0000	4186	4939	29.11.2025
SOFTWARE,TYPE:LICENSE;SOFTWARE NAME:REMOTE MONITORING;SOFTWARE VERSION:LATEST;NUMBER OF LICENSE:1;APPLICATION:CAMERA CODEC;MAKE:CISCO Additional Specifications :Make : CISCO, L-Room-RM D/T/C: I/P 18% IGST_ND IGST_ND @ 18 % - 753.00 Freight (Value)_GST - 0.00 Freight/Quantity_GST - 0.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 Freight/Quantity - 0.00 Freight Value - 0.00 HSN Code: 85371000								
3	2200243395 COMCN CBL,TY C,CISCO CAB-USBC-AC-9M	EA	1.000	0.0	39,472.0000	39472	46577	29.11.2025
Detail Specification as per Annexure 1 D/T/C: I/P 18% IGST_ND IGST_ND @ 18 % - 7105.00 Freight (Value)_GST - 0.00 Freight/Quantity_GST - 0.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 Freight/Quantity - 0.00 Freight Value - 0.00 HSN Code: 85441990								
4	2200249056 CORD,PTCH,CISCO / EQVL	EA	2.000	0.0	1,196.0000	2392	2823	29.11.2025
Detail Specification as per Annexure 1 D/T/C: I/P 18% IGST_ND IGST_ND @ 18 % - 431.00 Freight (Value)_GST - 0.00 Freight/Quantity_GST - 0.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 Freight/Quantity - 0.00 Freight Value - 0.00 HSN Code: 85442090								

5	2200249058 CORD,PTCH,50DEG C,CISCO,CAB-CAT5E-12M	EA	1.000	0.0	1,693.0000	1693	1998	29.11.2025
Detail Specification as per Annexure 1								
D/T/C: I/P 18% IGST_ND IGST_ND @ 18 % - 305.00 Freight (Value)_GST - 0.00 Freight/Quantity_GST - 0.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 Freight/Quantity - 0.00 Freight Value - 0.00 HSN Code: 85442090								
6	2200249107 PLT,WLL,CS-CODEC-EQ-WMK	EA	1.000	0.0	12,014.5600	12014.56	14177.56	29.11.2025
PLATE,WALL,TYPE:MODULAR;SIZE:190 X 220 X 1.050 MM;MATERIAL:PVC;ADDITIONAL INFORMATION:CS-CODEC-EQ -WMK Additional Specifications :Make : CISCO, CS-CODEC-EQ-WMK								
D/T/C: I/P 18% IGST_ND IGST_ND @ 18 % - 2163.00 Freight (Value)_GST - 0.00 Freight/Quantity_GST - 0.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 Freight/Quantity - 0.00 Freight Value - 0.00 HSN Code: 85389000								
7	2200252474 CBL,ASSY,ACTIVE OPTCL,RJ 45,RJ 45,LSZH	EA	1.000	0.0	1,594.0000	1594	1881	29.11.2025
CABLE,ASSEMBLY,TYPE:ACTIVE OPTICAL;CONNECTOR TYPE SENDING END:RJ 45;CONNECTOR TYPE RECEIVING END:RJ 45;INSULATION MATERIAL:LSZH;CABLE LENGTH:5 M;ADDITIONAL INFORMATION:MODEL:CAB-ETH-5M-GR Additional Specifications :Make : CISCO, CAB-ETH-5M-GR								
D/T/C: I/P 18% IGST_ND IGST_ND @ 18 % - 287.00 Freight (Value)_GST - 0.00 Freight/Quantity_GST - 0.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 Freight/Quantity - 0.00 Freight Value - 0.00 HSN Code: 85444292								
8	8100056061 CAB#HDMI#MUL4K#9M,CISCO	EA	1.000	0.0	31,498.0000	31498	37168	29.11.2025
ASSY/PARTS,OEM GENERAL,ITEM NAME:CISCO MULTI#HEAD CABLE 9 METERS (4K, USB#C, HDMI, MINIDP);PART NO:CAB#HDMI#MUL4K#9M;MAKE:CISCO Additional Specifications :Make : CISCO, CAB-HDMI-MUL4K-9M								
D/T/C: I/P 18% IGST_ND IGST_ND @ 18 % - 5670.00 Freight (Value)_GST - 0.00 Freight/Quantity_GST - 0.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 Freight/Quantity - 0.00 Freight Value - 0.00 HSN Code: 85219090								
9	8100057910 ROOM KIT EQ,CS-KIT-EQ-K9,CISCO	SET	1.000	0.0	1,167,916.0000 0	1167916	1378141	29.11.2025
ASSY/PARTS,OEM GENERAL,ITEM NAME:ROOM KIT EQ;PART NO:CS-KIT-EQ-K9;MAKE:CISCO Additional Specifications :Make : CISCO, CS-KIT-EQ-4K-K9--								
D/T/C: I/P 18% IGST_ND IGST_ND @ 18 % - 210225.00 Freight (Value)_GST - 0.00 Freight/Quantity_GST - 0.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 Freight/Quantity - 0.00 Freight Value - 0.00 HSN Code: 85176290								
10	8100061230 SFTWRE,LICENSE,MULTISITE VDEO CONFERENCE	EA	1.000	0.0	207,071.0000	207071	244344	29.11.2025
SOFTWARE,TYPE:LICENSE;SOFTWARE NAME:MULTISITE VIDEO CONFERENCE;SOFTWARE VERSION:1.0;NUMBER OF LICENSE:1;APPLICATION:WEBEX VIDEO CONFERENCE;MAKE:CISCO;MODEL/PART NUMBER:L-KITEQ-MS Additional Specifications :Make : CISCO, A-FLEX-T-DEV-REG								
D/T/C: I/P 18% IGST_ND IGST_ND @ 18 % - 37273.00 Freight (Value)_GST - 0.00 Freight/Quantity_GST - 0.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 Freight/Quantity - 0.00 Freight Value - 0.00 HSN Code: 85238020								
11	8100062594 MCROPHNE,CBN,2 TO 10VDC,CISCO	EA	3.000	0.0	75,755.0000	227265	268173	29.11.2025
MICROPHONE,TYPE:CARBON;VOLTAGE RATING:2 TO 10 VDC;MAKE:CISCO;MODEL:CS-MIC-ARRAY-T;ADDITIONAL INFORMATION:CISCO TABLE MICROPHONE PRO (W/11M CABLE), FIRST LIGHT(WHITE) Additional Specifications :Make : CISCO, CTS-MIC-CLNG-G2								
D/T/C: I/P 18% IGST_ND IGST_ND @ 18 % - 40908.00 Freight (Value)_GST - 0.00 Freight/Quantity_GST - 0.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 Freight/Quantity - 0.00 Freight Value - 0.00 HSN Code: 85181000								

12	8100063571 SFTWRE,LICENSE,NU TELEPRESENCE ROOM,1	EA	1.000	0.0	90,244.0000	90244	106488	29.11.2025
SOFTWARE,TYPE:LICENSE;SOFTWARE NAME:NU TELEPRESENCE ROOM;SOFTWARE VERSION:NA;NUMBER OF LICENSE:1;APPLICATION:NU TELEPRESENCE ROOM;MAKE:CISCO;MODEL/PART NUMBER:A-FLEX-P-DEV-REG Additional Specifications :Make : CISCO, A-FLEX-P-DEV-REG								
D/T/C: I/P 18% IGST_ND IGST_ND @ 18 % - 16244.00 Freight (Value)_GST - 0.00 Freight/Quantity_GST - 0.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 Freight/Quantity - 0.00 Freight Value - 0.00 HSN Code: 85176290								
Total Duties/Taxes & Charges: IGST_ND @ 18% - 322634.00								
UOM Description : EA - each , SET - SET ,								
Total PO Basic Value : 1792401.5600			Total Taxes / Charges :322634.00			Total PO Value : 2115035.56		
Total PO Value (In Figures):TWO MILLION ONE HUNDRED FIFTEEN THOUSAND THIRTY-FIVE and FIFTY-SIX Indian Rupee								
PRICE BASIS:FOR JSW Hydro Energy Ltd site		Delivery Address: Main Store, JSW Hydro Energy Limited KARCHAM WANGTOO H.E.P Sholtu Colony, P.O. Tapri District - Kinnaur Kinnaur(Sholtu)-172104 -Himachal Pradesh ( India )				Insurance Type : By Vendor Freight Type : Freight Pre Paid Ins policy No :		
PAYMENT TERMS:PAYMENT IN 30 DAYS FROM DT. OF RECEIPT OF MATERIAL. Payment Term : P113 - 100% along with 100% taxes, duties shall be paid within 30 days from the date of supply of material.								
INSPECTION:Inspection / Rejection : The material supplied by you will be inspected by our engineers at our site and their findings would be final and binding on you. In case of rejection, we shall inform you the same vide our Rejection Memo/Letter/Over telephone/Fax. You will arrange to lift the material from our site within 15 days of such intimation otherwise we shall book to you on "To Pay" basis at your cost and risks. You would make a good replacement of the rejected material immediately.								
WARRANTY CLAUSE:Warranty For Design / Manufacturing defects / Workmanship etc. 3 years as per OEM standard								
DELIVERY PERIOD:Delivery Period : Within 10-12 weeks from date of Order.								

**NOTE TO SUPPLIER:**

Ariba Event no. 4300003920-3100800251- SHOLTU\_ENERGY-Video Conference  
System for New Office Buildin.

Make : CISCO

**Terms & Conditions:-**

- 1) Price Basis : F.O.R. JSW Hydro Energy Ltd site, District Kinnaur (HP) 172104
- 2) Effective date of contract : PO/LOI date
- 3) Firm Price : Firm price till execution of the PO/WO, No escalation in the price during the terms of contract.
- 4) Packing & Forwarding : Nil- (In vendor scope), Material shall be suitably packed to prevent damage in transit.
- 5) Freight charges : Nil- (In vendor scope)
- 6) Transit Insurance - Transit insurance for the material shall be arranged by the supplier.
- 7) Certificates : The following certificate shall be provided along with supply.
  - a) Manufacturer's Guarantee certificate of quality.
  - b) Test certificate
- 8) Liquidated Damages(LD): For delay supply / Completion: Liquidated Damage for delay in Supply /Completion : 0.5% per week of delay for 1st 4 Weeks thereafter 1.5% per week , paid or payable to the Contractor, up to a maximum of 7.5% of the Total Contract Price.
- 9) Risk Purchase : Notwithstanding anything contained in this LOI, if at any stage delay has taken place in supply or we feel that delay is taking place or likely to take place in the execution of LOI / PO then we shall have the right to procure required material or part thereof from alternate sources at your cost and expenses including incidental expenses. If we exercise this option for any quantity, then you shall stop processing and delivery of the same without any cost to us. This shall be over & above limit of liability.
- 10) Governing Laws & Jurisdiction : Any dispute arising out of or in connection with this LOI /PO or including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration (MCIA Rules) which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Shimla. The Tribunal shall consist of one arbitrator. the language of this shall be English. The Law governing the LOI and contract shall be India Law.
- 11) Confidential Information: You agree that any information received pursuant to this LOI/PO shall be treated as confidential information and shall not be disclosed to any third party except it is required by law or legal process.
- 12) Press Release / Public announcements : You shall take prior written consent by providing draft well in advance for any kind of press release, public announcements or any other notifications with respect to this LOI / PO, for our approval under the provisions of law.
- 13) General terms and conditions : As per GTC
- 1). Payment Queries- Drop mail & contact to JSW GBS Team -

For Advance payment terms / Cash against Documents (CAD) please send Preformat Invoice / Non Negotiable documents to email.  
postpo.gbsbbsr@jsw.in. Phone No. 0674 663 6765 / 6764

For After-delivery Payment status please send email to vendorhelpdesk.gbs@jsw.in along with PO number and invoice details. To track payment status, please follow the link. <https://gbs.jsw.in> using your vendor code and PAN Number for online tracking of your invoices

Please mention the following details in the invoice without which Invoice will not be processed.

1. Consignor Name (supplier), Address & GST no.
2. Invoice no & date
3. Consignee Name (JSW), Address & GST no
4. HSN code (for supply) / SAC code (for service)

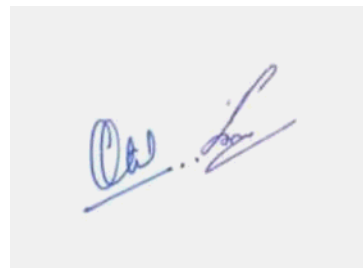
2) Please acknowledge the PO by sending the confirmation email and material dispatch information to [postpo.gbsbbsr@jsw.in](mailto:postpo.gbsbbsr@jsw.in) within 3 days from receipt of this PO.

If the acceptance is not received within 7 days from the date of release of the order we presume that the order is acceptable to you.

Thanking You

Yours sincerely,

**For JSW Hydro Energy Limited**



AUTHORIZED SIGNATORY

## Annexure 1

### TECHNICAL SPECIFICATION/SERVICE SPECIFICATION

Item No.: 3 Material/Service: 000000002200243395 COMMUNICATION CABLE,CABLE TYPE:RS 232;TYPE:TYPE C;CONDUCTOR TYPE:FLEXIBLE;CONDUCTOR MATERIAL:ABC;INNER SHEATH MATERIAL:PVC;OUTER SHEATH MATERIAL:PVC;SHIELDING MATERIAL:COPPER;ARMOURING:UNARMOURD;ADDITIONAL INFORMATION:CISCO CAB-USBC-AC-9M

Additional Specifications :

Make : CISCO, CAB-USBC-AC-9M

Item No.: 4 Material/Service: 000000002200249056 CORD,PATCH,CATEGORY:ELECTRICAL;TYPE:UTP;RATED VOLTAGE:5 VDC;CONDUCTOR MATERIAL:COPPER;NUMBER OF PINS:10;CONDUCTOR SIZE:1.5 MM;CONNECTOR TYPE SENDING END:RJ 45;CONNECTOR TYPE RECEIVING END:RJ 45;JACKET COLOR:GRAY;INSULATION MATERIAL:PVC;JACKET TYPE:PVC;ARMOUR SPECIFICATION:UNARMOURD;CONNECTOR BODY MATERIAL:ZINC DIECAST;LENGTH:3 M;AMBIENT TEMPERATURE:50 DEG C;STANDARD:IS 1554-1 -1988;MAKE:CISCO / EQUIVALENT;MODEL:CAB-ETH-3M-GR / EQUIVALENT

Additional Specifications :

Make : CISCO, CAB-ETH-3M-GR

Item No.: 5 Material/Service: 000000002200249058 CORD,PATCH,CATEGORY:ELECTRICAL;TYPE:CAT5E;RATED VOLTAGE:5 VDC;CONDUCTOR MATERIAL:COPPER;NUMBER OF PINS:8;CONDUCTOR SIZE:1.5 MM;CONNECTOR TYPE SENDING END:RJ 45;CONNECTOR TYPE RECEIVING END:RJ 45;JACKET COLOR:GRAY;INSULATION MATERIAL:PVC;JACKET TYPE:PVC;ARMOUR SPECIFICATION:UNARMOURD;CONNECTOR BODY MATERIAL:BERILLIUM COPPER;LENGTH:10 M;AMBIENT TEMPERATURE:50 DEG C;STANDARD:IS 1554-1 -1988;MAKE:CISCO;MODEL:CAB-CAT5E-12M

Additional Specifications :

Make : CISCO, CAB-CAT5E-12M

**GENERAL TERMS AND CONDITIONS ("GTC") OF WORK ORDER / PURCHASE ORDER / SERVICE ORDER APPLICABLE TO THE GOODS, SERVICES OR WORK SUPPLIED, EXECUTED OR PERFORMED FOR JSW ENERGY LIMITED**

**1. Definitions:**

1.1 "Company / Buyer" shall mean JSW Hydro Energy Limited, a company incorporated and validly existing within the meaning of the Companies Act, 2013 and include its successors and assigns.

1.2 "Supplier / Service Provider / Contractor" shall mean the entity undertaking the supplies, performance of services, execution of work in accordance with the terms of Order.

1.3 "LOI" / "Work Order" / "Purchase Order / Service Order" / "Order" hereinafter referred as Order, shall mean the document issued by Buyer identifying the scope of performance, price and other specifications relating to the Supplies or Works along with the General Terms and Conditions and the commercial terms and conditions, which are incorporated by reference.

1.4 "Supplies" / "Work", hereinafter referred to as Works, shall mean and include all the activities, including but not limited to supply, execution of work and rendering such services as more particularly described under the scope.

**2. Acceptance of Terms:**

2.1 The Order shall govern the contractual relationship between Buyer and the Supplier / Service Provider / Contractor to the exclusion of all the other terms and conditions, except if and to the extent otherwise expressly agreed in writing between Buyer and the Supplier / Service Provider / Contractor;

2.2 Acknowledgement of the Order, including without limitation, by commencing performance as stipulated under the Order, shall be deemed acceptance of the Order.

2.3 In case of any inconsistency, discrepancy, ambiguity or uncertainty, the specific conditions agreed under the Order and special conditions shall prevail only to the extent contrary.

**3. Disclaimer:**

3.1 The Supplier / Service Provider / Contractor acknowledges that it has made a complete and careful examination as well as an independent evaluation of the scope, specifications and standards (if any), local conditions, subsoil and geology, traffic volumes, suitability and availability of access routes, site conditions, applicable laws etc. The Supplier / Service Provider / Contractor has further determined to its satisfaction the nature and extent of difficulties, risks and hazards as the case maybe, that are likely to arise or affect the course of performance/ execution of the Works. Buyer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Supplier / Service Provider / Contractor confirms that it shall have no claim whatsoever against Buyer in this regard.

**4. Supplier#s / Service Provider#s / Contractor#s Responsibilities:**

4.1 Supplier / Service Provider / Contractor warrants to Buyer that:

(a) it shall execute the Works under the Order in conformity to the terms and conditions stipulated by Buyer in the Order otherwise in relation thereto and in accordance with the applicable laws and regulations; with all appropriate skill and care, in accordance with the best industry practice, will be of good quality and fit for intended purpose; and

(b) The Works shall be free of all defects (design, workmanship, etc.), any claims of whatsoever nature, including without limitation title claims, and will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within thirty (30) days of its assertion.

4.2 Any attempt by Supplier / Service Provider / Contractor to limit, disclaim or restrict any such warranties or remedies by acknowledgement or otherwise shall be null, void and ineffective. The warranties contained above are in addition to any other warranties required under the applicable law and no contrary disclaimer in this regard shall be valid or effective.

4.3 Supplier / Service Provider / Contractor shall promptly and at its own cost, carry out all remedial work necessary to enable Buyer to accept the Works executed under this Order or necessary to remedy any deficiencies which occurred or

were discovered within the warranty period / defect liability period commencing upon issuance of final acceptance certificate / commissioning certificate of the Works by Buyer, unless otherwise agreed between the parties.

4.4 Any re-performed work shall carry warranties on the same terms as set forth above, with the warranty period being the later of the original un-expired

4.5 Buyer reserves the right, at its sole discretion, to vary, amend or modify, reduce, increase the scope in part or full, with respect to its quantity, quality or otherwise, or upon being dissatisfied regarding the quality, progress and the performance by the Supplier / Service Provider / Contractor or due to any other reason, without assigning any reason and without giving any prior notice whatsoever. Such a decision of Buyer shall be final and binding on the Supplier / Service Provider / Contractor.

4.6 In no event shall Supplier / Service Provider / Contractor suspend the performance of work under this Order.

4.7 In case of conflict between applicable technical specifications, drawings, codes and standards, the most stringent requirements shall apply. It shall be the responsibility of the Supplier / Service Provider / Contractor to identify any deficiencies, omissions, contradictions, ambiguities or conflicts between or within the Order, this GTC, and the applicable codes, regulations and standards, and to notify Buyer of such deficiencies, omissions, contradictions, ambiguities or conflicts in writing within 5 (Five) days from issuance of the Order. The clarifications or determination given by Buyer shall be final and binding on the Supplier / Service Provider / Contractor.

4.8 In case any activities, deliverables or works required to be performed, which are not explicitly stated as the Supplier's / Service Provider's / Contractor's responsibility, drawings/ specifications etc., but which are deduced therefrom and necessary for the proper performance of the Works by the Supplier / Service Provider / Contractor, the Supplier / Service Provider / Contractor shall render such performance without any claim for additional time and/or cost compensation.

4.9 Buyer reserves the right to inspect, test or reject any supplies, work, Works before acceptance. During inspection, if any deficiency or non-compliance is noted, then, Supplier / Service Provider / Contractor shall rectify such defects and/or remove and replace defective work within reasonable time at its sole cost.

4.10 All Supplies must be properly packed and the package containing the Supplies and materials must be sufficiently strong to withstand rough handling. The Supplier / Service Provider / Contractor shall take suitable precautions and measures to protect the Supplies against dampness, moisture, rain, rust, shock and deformation etc. All packing material for packing of the Supplies will comply with all relevant statutory requirements and regulations.

## 5. BUYER'S Responsibilities:

5.1 In consideration of the proper performance by the Supplier / Service Provider / Contractor, Buyer shall pay to the Supplier / Service Provider / Contractor the undisputed Order price, against properly raised invoices.

## 6. Price, Taxes and Duties:

6.1 The Price as agreed between the Parties shall be the full and complete compensation for the Supplier's / Service Provider's / Contractor's performance of all its obligations, and includes without limitation, any and all direct, indirect and ancillary charges, costs and expenses of whatsoever nature necessary for compliance with the terms and performance. Unless specifically approved by Buyer in writing, it shall not be made liable for any escalation / overrun compensation, idling charges.

6.2 Supplier / Service Provider / Contractor shall be responsible to comply with all the applicable laws in relation to the taxes, duties, etc. as may be applicable in relation to the Works.

6.3 The Supplier / Service Provider / Contractor is responsible to



upload the details of Supplies/services made to Buyer, every month within the due date of filing GSTR-1 as prescribed under Section 37 of the CGST Act. In the event of the Supplier / Service Provider / Contractor not furnishing such details within the said due date, any tax demands on the Buyer from the Authorities, including but not limited to reversal of input tax credits in lieu of the Supplier / Service Provider / Contractor not declaring the outward supplies, shall be recovered from the Supplier / Service Provider / Contractor with interest and penalty.

#### 7. Liquidated Damages:

7.1 Time is the essence for performance of Supplier#s/ Service Provider#s / Contractor#s obligations.

7.2 The Supplier / Service Provider / Contractor will be required to meet the time schedule, delivery schedule / Bar Chart / milestone, performance guarantee parameters and also other obligations for supplies and Service performance commitments as specified in the Order. There will be liquidated damages imposed on the Supplier / Service Provider / Contractor as specified under Order, if the Supplier / Service Provider / Contractor delays in performance or fails to fulfil the obligations / commitments / performance agreed hereunder.

7.3 The amount of liquidated damages as stated in the Order are an agreed genuine pre-estimate of the loss and damage that the Buyer will suffer if the Supplier / Service Provider / Contractor fails to fulfil the obligations in the manner and time schedule agreed hereunder and are not by way of penalty, provided always that the right to levy liquidated damages is in addition to and without prejudice to any other rights or remedies available to the Buyer under this Order, this GTC or any applicable law.

7.4 The liquidated damages will be deducted from the invoices of the Supplier / Service Provider / Contractor or else can be adjusted from the Security Deposit if any or by invoking Bank Guarantee, if any.

7.5 Notwithstanding the right of Buyer to levy liquidated damages, Buyer shall also have the right to rescind/ terminate the Order at its sole discretion, in the event the Supplier / Service Provider / Contractor grossly and/or willfully fails to achieve the time schedule or fails to fulfil the obligations / commitment agreed or to demonstrate expediting the performance and/or improving its performance.

#### 8. Limitation of Liability:

8.1 Any aggregate limit of liability of Supplier / Service Provider / Contractor, as stated under the Order shall exclude any liability arising due to infringement of IPR, breach of Confidentiality, fraud, gross negligence or willful default, indemnification or any other liability which cannot be limited by law.

8.2 The maximum liability of Buyer, at all times, shall be limited to the balance amount of consideration payable by the Buyer to the Supplier / Service Provider / Contractor after adjusting the consideration already paid. Buyer shall not be liable for any indirect, consequential, exemplary, special, punitive or incidental losses, damages or costs.

#### 9. Performance Security / Bank Guarantee:

9.1 Buyer may require the Supplier / Service Provider / Contractor to keep deposited with Buyer in advance such sum as agreed, as an interest-free refundable security deposit or performance bank guarantee as the case may be. The Security Deposit shall be refundable, without any incidence of interest, after 3 (three) months from the date of expiry or termination of the Warranty / Defect Liability Period, if any subject to deduction of any damages, loss, expenses, costs or statutory payments, as the case may be, which are incurred or likely to be incurred by Buyer towards statutory compliance or due to the non-compliance, breach or default by the Supplier / Service Provider / Contractor.

9.2 All Bank Guarantees furnished by the Supplier / Service Provider / Contractor shall be irrevocable and unconditional, valid till 3 (three) months after the expiry of Warranty / Defect Liability Period. The bank guarantee(s), as stated above, shall

be issued by a reputed international bank/ nationalized bank having a branch in Mumbai, India and as is acceptable to Buyer. The bank guarantee(s) shall be furnished as per the format prescribed by Buyer. Notwithstanding its other legal rights and remedy, Buyer reserves the right at its sole discretion, to encash the above Bank Guarantee(s) in case the Supplier / Service Provider / Contractor fails to deliver / complete the performance within the agreed time schedule or is in breach or default of its duties, obligations or terms of the Order or this GTC. For the avoidance of doubt, failure to extend the Bank Guarantees by the Supplier / Service Provider / Contractor shall be deemed as breach.

**10. Best Price Guarantee:** The Supplier / Service Provider / Contractor must at all times render the performance as the most competitive Price/ unit rate and same as the lowest Price/ unit rate offered by it to any of its clients or customers.

**11. Transfer of Title and Risk:** The title for the Works or any part thereof shall be passed on to Buyer once the delivery in all respects as per the agreed timelines, specifications and other terms of this GTC and/or in accordance with agreed Incoterms 2020, is complete. The risk shall pass on to Buyer upon issuance of final acceptance certificate or commissioning certificate or as otherwise agreed between the Parties.

**12. Suspension / Termination:**

**12.1** Buyer may terminate/ cancel the Order, at its sole discretion, at any time, without assigning any reason, and without being liable for any compensation, by giving thirty (30) days written notice to the Supplier / Service Provider / Contractor. In such an event, Buyer shall pay to the Supplier / Service Provider / Contractor for all undisputed invoices against such scope completed by the Supplier / Service Provider / Contractor which are accepted by Buyer.

**12.2** Without prejudice to the provisions of clause 12.1 above, Buyer may at any time, by written notice terminate/ cancel the Order, subject to 7 (Seven) days written notice, without being liable for any compensation, if: (i) The Supplier / Service Provider / Contractor or any of its personnel commits a breach, default or violations of the terms or covenants or condition of the Order or this GTC or fails to comply with any of its duties, obligations or undertakings on its part to be observed, performed or fulfilled; (ii) Delay in performance, poor performance, non-performance in accordance with the agreed time schedule and/ or the performance guarantee parameters;

(iii) The Supplier / Service Provider / Contractor suspends, abandons the whole or part of the scope and its performance, contrary to the express terms herein; (iv) Any representation or warranty given by the Supplier / Service Provider / Contractor is found to be incorrect; (v) initiation of dissolution, liquidation or winding-up (whether voluntary or compulsory) of Supplier / Service Provider / Contractor or appointment of an Interim Resolution Professional / Resolution Professional, receiver or manager of any of Supplier's / Service Provider's / Contractor's assets or Supplier / Service Provider / Contractor entering into any compromise or arrangement with its creditors; (v) Supplier / Service Provider / Contractor is blacklisted by any Government / Semi Government bodies due to which performance of this Order has become difficult.

**12.3** Upon receipt of the notice of termination of the Order, the Supplier / Service Provider / Contractor shall furnish all the relevant information to Buyer and shall hand over all the confidential information, data, documents, materials, goods, tools, equipment including free issued materials provided by Buyer to assist the Supplier / Service Provider / Contractor, within 15 (fifteen) days of receipt of such notice.

**12.4** Upon termination of the Order, the Supplier / Service Provider / Contractor shall have no right to claim any compensation or

damages against Buyer whatsoever.

12.5 In all such cases of termination due to default of the Supplier / Service Provider / Contractor, the security deposit or the Bank Guarantee(s) shall be forfeited / encashed and the Supplier / Service Provider / Contractor shall also be liable for damages / debarment / blacklisting.

12.6 Unless otherwise directed by the Buyer, the Supplier / Service Provider / Contractor agrees that the Supplier / Service Provider / Contractor shall continue to provide Services in the same manner during the notice period co-operate with the Buyer for the smooth transition of this Order to any other party.

12.7 Buyer may order Supplier/ Service Provider/ Contractor by prior written notice in writing to suspend all or any part of the performance for such period of time as may be determined by Buyer, at its sole discretion. The Supplier/ Service Provider / Contractor shall promptly suspend work to the extent specified, properly care and protect all work in progress, materials, supplies and equipment etc. in its possession and control.

13. Risk Purchase: During the subsistence of this Order or after termination of the Order, Buyer reserves the right to engage any third party at any stage, at its sole discretion for the performance of the balance, delayed, defective or abandoned scope at the sole risk and cost of the Supplier / Service Provider / Contractor, if at any point of time, it is observed that the progress of Works is not as per delivery schedule / Bar Chart / milestone or the Supplier / Service Provider / Contractor is in breach of any obligation, non-performance, defect, which is not cured/ remedied by the Supplier / Service Provider / Contractor upon notice by Buyer or if in the opinion of Buyer the Supplier/ Service Provider/

Contractor will not be able to perform the work entrusted to him or that undue delay is being caused by the Supplier / Service Provider / Contractor. Buyer shall be entitled to carry out any activities necessary to remedy the performance at the sole cost, expense and damages from the Supplier/ Service Provider / Contractor. This right is in addition to any other rights and remedies that Buyer may have under the Order, this GTC and under the law, including but not limited to termination.

#### 14. Force Majeure:

14.1 "Force Majeure" shall mean an event or circumstance or combination of events and circumstances which are beyond the reasonable control of the Parties which could not at the time of conclusion of these instruments be foreseen and that prevent either of them from wholly or partially performing any duties or obligations under the Order. "Force Majeure" shall inter alia include the following: act of government, war (whether declared or not), invasion, act of foreign or internal enemies, rebellion terrorism, revolution, insurrection, military, or usurped power, civil war, riot, munitions of war, sabotage, natural catastrophes such as earthquake, hurricane, typhoon, epidemics, pandemics, volcanic activity, adverse severe forces of nature or Acts of God. Provided that, the following events shall not be construed as a Force Majeure: (a) financial distress of the Supplier / Service Provider / Contractor; (b) weather conditions, regardless of severity; (c) breakdown of any equipment, plant or machinery used by the Supplier / Service Provider / Contractor; (d) results from non-compliance with any applicable law by the Supplier / Service Provider / Contractor

or the Supplier#s / Service Provider#s / Contractor#s inability to obtain any permit, quota, license, clearance from any authority;

(e) reduction, depletion, shortage, curtailment, or cessation of Supplier #s / Contractor#s Supplies, fuel, labour or reserves; and/ or, (f) strike/ stoppage of operations by the personnel of the Supplier / Service Provider / Contractor; (g) any other event, caused or is attributable to the Supplier#s/ Service Provider#s / Contractor#s acts/ omissions or which could have been prevented by the Supplier/ Service Provider / Contractor.

14.2 Notwithstanding anything contained in this clause, the ongoing COVID -19 pandemic outbreak shall not be deemed as a Force Majeure event, as the Parties are aware of the current outbreak of the COVID-19 at the time of finalization/ acceptance of the Order, which may impact their performance.

Hence, the Parties agree to do their best to implement all reasonable mitigation measures in compliance with the existing guidelines and restrictive measures to enable the timely performance under this Agreement. Any subsequent hindrance due to evolution of COVID-19 shall be governed in accordance with the provisions of clause 14.3 to 14.5 under this GTC.

14.3 If either Party is prevented from performing any of its obligations by Force Majeure event, such Party shall give to the other Party a written notice within 14 (fourteen) days of occurrence of such events describing its effects supported by authentic evidence that are verifiable. On giving such notice, the affected Party shall be wholly or partially excused from the performance of its obligation to the extent it is so prevented by the Force Majeure condition. The Parties shall subsequently evaluate the effects and, if necessary, shall extend the Term accordingly.

14.4 The affected Party shall use all reasonable efforts to minimize any delay in its performance due to the occurrence of Force Majeure. The Parties shall bear their respective costs and expenses resulting out of such occurrence of Force Majeure as well as minimizing any delay.

14.5 If the period of non-performance or delay exceeds beyond 60 (sixty) days and the performance could not be resumed under any circumstances, then both Parties shall consult and agree on the necessary arrangement for further implementation of the Works, including termination.

#### 15. Statutory and Ethical Compliance with Applicable Laws:

15.1 The Supplier / Service Provider / Contractor shall perform its obligations and duties diligently, prudently, honestly, efficiently and with sufficient amount of care and caution as is necessary for security and safety, reputation etc. in relation to the property and goodwill of Buyer.

15.2 The Supplier / Service Provider / Contractor will comply with the provisions of all applicable laws (including but not limited to international trade laws, statutes, ordinances, rules and regulations applicable to the scope agreed hereunder) and shall obtain all necessary and applicable clearances under the applicable laws.

15.3 The Supplier / Service Provider / Contractor undertakes to comply with all applicable laws/ statutes/ directives or regulations relating to anti-bribery, anti-corruption laws and shall promptly notify Buyer of any actual or suspected violation / breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, Buyer shall have the option to take such steps as it deems necessary to protect its interests including termination of this Order without damages or other sanctions including blacklisting.

15.4 The Supplier / Service Provider / Contractor shall ensure that it has adequate systems in place to protect and safeguard any personal or sensitive personal information that it will be dealing with and shall at all times be compliant with the data protection regulations applicable to it in the relevant jurisdictions where it operates or conducts its business.

15.5 The Supplier / Service Provider / Contractor understands that all business and other dealings, direct and indirect with embargoed entities are expressly prohibited.

15.6 Buyer is an environment friendly company and the Supplier / Service Provider / Contractor undertakes to strictly follow and comply with all applicable laws, directives and policy with respect to protection of environment, health and safety, as may be applicable or otherwise prescribed by Buyer.

15.7 If the Works requires the performance or any part thereof to be carried on the site of Buyer, then the Supplier / Service Provider / Contractor shall ensure that no scrap, wastage of any article, hazardous materials etc. is left behind at the site. The disposal of such items as stated above should be undertaken by the Supplier / Service Provider / Contractor at its sole cost, as per applicable laws and good industry practices.

15.8 The Supplier / Service Provider / Contractor shall at sole cost strictly comply with all relevant statutory Rules / Acts, labor laws and codes, notification, circulars or any amendments thereof as required by central / state / local government

authorities including but not limited to minimum wages, provident fund, workmen compensation, payment of wages, labor license, work contract or any other statutory compliance applicable to its labor, Supplier#s / Service Provider#s /

Contractor#s workmen and all such personnel as may be engaged by it in relation to the performance, including any applicable register, records or clearances that shall be required to be maintained or returns to be filed with the authorities in this regard.

15.9 The Supplier / Service Provider / Contractor shall assist in any enquiry, investigation or audit initiated by the Buyer or any

Authority and disclose necessary documents and information to support and demonstrate the Supplier#s / Service Provider#s / Contractor#s compliance with the requirement under this provision and applicable law and policy of the Buyer. Any costs or expenses incurred in this regard, shall be solely on the account of the Supplier / Service Provider / Contractor.

15.10 The Supplier / Service Provider / Contractor shall ensure that all the personnel engaged by it shall be more than 18 years of age.

15.11 Supplier / Service Provider / Contractor shall be responsible for all losses or damages caused either directly or indirectly to the Buyer due to theft, pilferage, breakage, shortage or damage to the material, Property or Work and any accident, injury, sickness or death of their personnel or otherwise during performance of the Work. The Supplier / Service Provider / Contractor shall cooperate and comply with Buyer#s instructions and immediately complete necessary legal procedures. The Supplier / Service Provider / Contractor shall be solely liable for payment of necessary compensation, if required or directed, under the provisions of applicable labor law.

15.12 The costs, expenses or damages incurred by the Buyer shall be recovered from the Contractor/ Service Provider / Supplier and the Contractor/ Service Provider / Supplier shall further be liable to pay such penalty as shall be determined and deemed to be fit by the Buyer in accordance with the applicable policies and rules of the Buyer for noncompliance, negligence or default. This is without prejudice to other rights and remedies of Buyer including but not limited to termination of the Order and / or debarment / blacklisting of Contractor/ Service Provider / Supplier for future engagement.

15.13 The Supplier / Service Provider / Contractor shall abide by Buyer#s disciplinary rules and regulations, safety and security guidelines, code of conduct and general business principles as prescribed from time to time. Further, the Buyer#s Supplier Code of Conduct has been made available at (<https://www.jsw.in/groups/supply-chain-sustainability>) and deemed to be incorporated by reference. The Supplier / Service Provider / Contractor shall read, understand and be solely responsible to strictly comply with the said code and violation thereof. The acceptance of Order shall be deemed acceptance of JSW Code of Conduct. The Supplier / Service Provider / Contractor shall check the above weblink from time to time in order to follow and comply with the updated codes and policies.

15.14 The Supplier/ Service Provider / Contractor hereby acknowledges and agrees that any consequence or risk resulting from any non-compliance of either any statutory provisions, approvals, mandates or any of the Buyer#s applicable policies shall be at the sole risk, cost and expense of the Supplier/ Service Provider / Contractor.

15.15 Supplier / Service Provider / Contractor undertakes to furnish its actual permanent as well as present / local address in all statutory registrations / registers / returns and shall not use Buyer#s address in any statutory records / returns as their address. Supplier / Service Provider / Contractor further undertake that under no circumstances their liabilities for contravention / non-compliance under any labour laws are enforceable on Buyer, as Principal Employer and in any such eventuality, Buyer, shall have the right to charge or recover such liabilities with interest and penalty from Supplier / Service Provider / Contractor.

16. Indemnity: The Supplier / Service Provider / Contractor shall indemnify and hold harmless Buyer, its directors, officers, employees,

affiliates from and against any and all claims, losses, actions, demands, statutory penalties and proceedings of third parties together with all legal expenses incurred in connection therewith arising out of any (i) personal injury, accident or death to any personnel, or for loss and damage to any property due to theft, pilferage, breakage, shortage, vandalism or otherwise, resulting from any cause arising out of and from any defect in the work or (ii) inaccuracy, breach or non-fulfillment of any of the representations or warranties or obligations of the Supplier / Service Provider / Contractor in this Order (iii) noncompliance with applicable laws or (iv) Infringement of third party intellectual property rights (v) breach of confidentiality. Pursuant to sub-clause (i) above, the Contractor/ Supplier/ Service Provider shall be responsible to bear any medical costs and expenses, which are incurred or accrued in relation to any bodily injury or accident.

**17. Documents, Inspection and Audit:** The Supplier / Service Provider / Contractor shall permit Buyer, or its representatives, to inspect the relevant accounts and records relating to the Works to verify compliance, upon prior notice by Buyer. The Supplier / Service Provider / Contractor shall preserve and maintain all the records, books of accounts and other related documents of evidence for statutory compliance in respect of the Works in accordance with the applicable law and produce the same as and when required by the government and regulatory authorities.

**18. Set-Off / Cross Default:** Buyer shall at all times be entitled to set off any present or future claims Buyer may have against Supplier / Service Provider / Contractor against any present or future debts which Buyer may have with the Supplier / Service Provider / Contractor. Buyer has a right to terminate the Order in the event of any default or breach committed by the Supplier / Service Provider / Contractor in any other contract, subcontract, work order, purchase order or any other agreement executed between Buyer and the Supplier / Service Provider / Contractor and adjust the amount of damages.

**19. "Intellectual Property Rights":** shall mean and include all proprietary rights, title, interest and other names, logos, trademarks and service marks included in any material provided to the Supplier / Service Provider / Contractor by or on behalf of the Buyer, including any goodwill or other value generated in connection with their use thereof and the copyrights and other intellectual property rights provided to the Supplier / Service Provider / Contractor by or on behalf of the Buyer. The Intellectual Property Rights shall at all times be solely owned by Buyer. The Supplier / Service Provider / Contractor shall have no right to use any Intellectual Property Rights of the Buyer, except in such manner and at such times as are expressly approved by the Buyer.

**20. Confidentiality:** The Supplier / Service Provider / Contractor shall maintain confidentiality and shall not disclose or divulge and also prevent the disclosure or divulgence of any secret and confidential information of Buyer or its subsidiary / affiliates / group company, acquired by Supplier / Service Provider / Contractor during the course of performance under the Order or thereafter.

**21. Assignment and Subcontracting:** Supplier / Service Provider / Contractor shall not assign or sub# contract any of its rights or obligations under this Order or any portion thereof, or any benefit or money accruing to it there under, without prior written consent of authorized person of Buyer. Buyer may however assign this Order to any of its group company and/or any third party as Buyer may deem necessary. In the event, the Contractor/ Service Provider / Supplier is engaging subcontractor for performance of the portion of the Order with prior written consent of authorized person of the Buyer, then, the subcontractor shall be bound mutatis-mutandis by all the terms and conditions of this Order including GTC, statutory compliances, safety and security guidelines and such other terms as applicable to the Contractor/ Service Provider / Supplier. The Supplier/ Service Provider/ Contractor shall provide a copy of this GTC to the sub-contractor and shall enter into an agreement with back to back stipulations of the terms agreed hereunder and ensure

compliance thereof. The Contractor/ Service Provider / Supplier shall continue to be solely responsible for any non-compliance, non-performance or breach by its subcontractors.

**22. Step-in Rights:** If the scope requires procurement of supply from sub-suppliers, subcontracting the portion of performance, or such subcontracting is agreed upon by Buyer, then Buyer upon its reasonable determination, in relation to any event of default stated in this GTC or any non-payment of the Supplier / Service Provider / Contractor to the subcontractor or sub-suppliers, shall with prior written notice, have the right to take over the balance / part of the performance and directly engage any third party or the concerned sub-contractor, release payments on account of Supplier / Service Provider / Contractor to the subcontractor or sub-suppliers, as well as complete the balance performance at the risk, cost, expenses of the Supplier / Service Provider / Contractor.

**23. Waiver:** No waiver shall be effective unless made in writing and expressly agreed by the waiving party.

**24. Severability:** If for any reason whatsoever, any provision of the Order or this GTC is or becomes, or is declared by a court to be void, invalid, illegal or unenforceable, then such provisions shall be deemed to have been severed or removed, without any prejudice to the continuance in force and effect of all other provisions of the Order or this GTC.

**25. Relationship:** This Order is entered into strictly on principal to principal basis. This Order shall not operate to constitute either party as the agent, partner, employer or employee of the other or representative of the other and none of the employees/personnel of either party shall be entitled to claim any status as the employees of the other party.

**26. Amendment:** No modification or amendment to the Order shall be valid unless agreed in writing by both the Parties.

**27. Governing Law and Dispute Resolution :** For Domestic Transaction valued up to Rs. 10 Crores a) This Order shall be governed by and interpreted in accordance with the substantive laws of India, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Mumbai shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to the courts having jurisdiction.

For Domestic Transaction valued above Rs. 10 Crores and up to Rs. 25 Crores a) This Order shall be governed by and interpreted in accordance with the substantive laws of India, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Mumbai shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 ("Act"), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by sole arbitrator to be appointed with mutual consent of the Parties

(referred to as "Arbitral Tribunal"). The seat and venue of arbitration shall be Mumbai and the language of arbitration shall be English.

The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing. The provision pertaining to 'Fast Track Proceedings' prescribed under section 29B of the Act shall be applicable to the arbitration proceedings invoked under this Clause.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

For Domestic Transaction valued above Rs. 25 Crores a) This Order shall be governed by and interpreted in accordance with the substantive laws of India, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Mumbai shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 ("Act"), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by three arbitrators, wherein each Party shall appoint one arbitrator and the third arbitrator shall be appointed jointly by the two arbitrators so appointed by the Parties and such third arbitrator shall act as the #Presiding Arbitrator# (collectively referred to as "Arbitral Tribunal"). The seat and venue of arbitration shall be Mumbai and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute. For International (Import-based) Transaction valued up to Rs. 10 Crores.

a) This Order shall be governed by and interpreted in accordance with the substantive laws of England and Wales, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Singapore shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to the courts having jurisdiction. For International (Import-based) Transaction valued above Rs. 10 Crores and up to Rs. 25 Crores.

a) This Order shall be governed by and interpreted in accordance with the substantive laws of England and Wales, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Singapore



shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC Rules), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by sole arbitrator to be appointed with mutual consent of the Parties (referred to as "Arbitral Tribunal"). The seat and venue of arbitration shall be Singapore and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing. The provision pertaining to Expedited Procedure and/or Emergency Arbitration as prescribed under the SIAC Rules shall be applicable to the arbitration proceedings invoked under this Clause.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute. For International (Import-based) Transaction valued above Rs. 25 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of England and Wales, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Singapore shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC Rules), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by three arbitrators, wherein each Party shall appoint one arbitrator and the third arbitrator shall be appointed jointly by the two arbitrators so appointed by the Parties and such third arbitrator shall act as the #Presiding Arbitrator# (collectively referred to as "Arbitral Tribunal"). The seat and venue of arbitration shall be Singapore and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

28. Entire Understanding: This Order shall supersede and override all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, written or verbal or anything to the contrary contained in any other documents.

29. Non-Exclusivity: The Supplier / Service Provider / Contractor is engaged on a non-exclusive basis. This does not in any way preclude Buyer's right to enter into similar arrangements/ orders/ agreements with any other party as Buyer may deem fit.

**30. Performance of Works for Affiliates/ other Units of the Buyer:** Any Affiliate/ other unit of the Buyer shall be entitled to avail the Supplies / Services from the Supplier / Service Provider / Contractor on the same terms and conditions.

**31. Cost and Expenses:** Each Party will bear its own costs and other expenses in connection with this Order and consummation of the transactions hereunder. All stamp duty, transfer fees and other expenses that may be payable on this GTC and all other deeds, documents or writings to be executed in relation to the Order shall be solely borne and paid by the Supplier/ Service Provider/ Contractor.

**32. Notices and Communications:** Any notice or communication, shall be made in writing in English language and shall be delivered personally or via courier or by registered post or by email at such addresses as provided by the Parties. Any subsequent change in the address of either Party shall be duly communicated to the other Party at the earliest possible instance.

**33. Press Releases and Public Announcements:** No formal or informal public announcement or press release which makes reference to the Buyer and / or the terms and conditions of this Order or any of the matters referred to herein, shall be made or issued by the Service Provider/ Contractor/ Supplier without the prior written approval of the Buyer. If the Service Provider/ Contractor/ Supplier is obliged to make or issue any announcement or press release mentioned in this Clause pursuant to a requirement by law or authority, the Service Provider/ Contractor/ Supplier so obliged shall consult the Buyer as regards the contents of the said announcement or disclosure and take written approval of authorised person of the Buyer, before it is made or issued.

**34. Survival:** Upon expiry or termination of the Order, only the rights and obligations accrued prior to such expiry or termination shall survive. Additionally, stipulations and obligations relating to risk purchase, confidentiality, indemnity, dispute resolution, jurisdiction, governing law, miscellaneous shall remain in full force and survive any termination/ expiry of the Order.

**35. Cumulative Rights:** Notwithstanding anything specifically mentioned in this GTC, all rights and remedies available with the Buyer under this GTC shall be without prejudice to and in addition to any other right and remedies available with the Buyer under law and equity.

## STANDARD TERMS AND CONDITIONS

**Packing & Forwarding:**

Included in the prices, if not mentioned separately in order.

**Value Added Tax/Service Tax:**

You hereby are affirmed that all your rates and prices as contained in the supply are inclusive of all rates, duties levies and taxes as may be imposed by the Government of India / Government of Himachal Pradesh or any other appropriate Authority from time to time, unless otherwise as specified in this purchase orders.

**Entry Tax:**

Shall be borne by buyer

**Statutory variation in taxes & duties:**

Statutory variation in taxes & duties and/or imposition of any new tax/duty during the validity of the Order shall be to our account only In-case, if the break-up of taxes are mentioned in the Order.

**Road Permit (Way Bill):**

Necessary Way bill, if applicable shall be provided by us.

**Price Escalation /De-escalation:**

The negotiated prices, terms & conditions shall remain fixed, firm & binding till complete execution of the order.

**Dispatch:**

Material is in good packed condition to be consigned to the Manager (Stores).

**Documents Required For Payment:**

The following documents are required in original: 1. Delivery Challan and 2. Invoice. The stipulated payment shall be made only on receipt of these documents and on satisfactory receipt and acceptance of materials at site.

**Submission of Invoice:**

Your invoice (in duplicate) has to be addressed & submitted to the Manger (Stores) who will process your invoices for payment.

**Responsibility of completeness:**

- (a) Any scope of services which has not been specifically mentioned above but required for the completion of this order shall be rendered free of cost, unless expressly excluded in this order.
- (b) Any approval by us at any stage for any supply by you shall not relieve you of your obligations under this order.

**Force Majeure:**

1. Force Majeure means an event or circumstance or combination of events and circumstances beyond the reasonable control of the Party that wholly or partly prevents or unavoidably delays an affected Party in the performance of its obligations under this Order, which amongst other,include Act of God, Natural Calamity, war, etc.
2. If either Party is prevented from performing any of its obligations under this Order by such cases of Force Majeure, it shall give written notice to the other Party within 14 (fourteen) days of such occurrence to the events, describing the event and its effects supported by authentic evidences that are verifiable. The affected Party shall, having given notice, be wholly or partially excused performance of such obligation for so long as such Force Majeure prevents it from performing them. No Party shall have any claim/ compensation for the loss incurred due to the force majeure conditions.
3. The affected Party shall use all reasonable efforts to minimize any delay in its performance of the Order as a result of force Majeure Events.
4. The Party unable to perform this Order due to the effect of Force Majeure Events occurrence may, after consultation with the other Party, extend the duration of this Order by a period commensurate to the time actually lost due to the Force Majeure occurrence. The other Party shall not claim compensation for the loss thus incurred.
5. In case of an extension up to 90 (Ninety) days in the performance of this Order due to the effect of the Force Majeure occurrence, both Parties shall have friendly consultation on the performance of this Order or termination of the Order as provided in this Order.
6. Notwithstanding the foregoing, Force Majeure shall not apply to any delay, default or failure (direct or indirect) in procuring the components and /or the materials for the manufacture of the Equipment by the Supplier; and/or any delay, default or failure (direct or indirect) by the Supplier in any agreement entered into by it with any party including sub-contractor.

**Termination of Contract / Right of Acceptance:**

- 1) If the material is delivered beyond delivery time and is not as per quality parameters cited in quotation or discussed at the time of negotiation, we will have the right to reject the material or terminate / cancel the order without assigning any reason whatsoever.
- 2) In Case of reasonable doubt, the quality of the material shall be got tested in any reputed Third Party Laboratory at your cost.
- 3) We reserve the right to reject the material in case of detection of manufacturing defect at any stage of construction.
- (b) In the event of non adherence to the schedule and if deemed fit by the Engineer-in-Charge, we shall have right to offload the job and engage another supplier to complete the job at your risk & cost.

**Arbitration:**

- 1.1 It is expressly agreed by and between the Parties that:
- 1.2 any dispute arising out of or in connection with this Order including any question regarding the existence, interpretation, validity, frustration, notation, scope of the Order, performance of the Order, breach of Order, termination and consequences of termination of this Order shall be referred to and finally resolved by arbitration in accordance with the Rules of Indian Council of Arbitration (the "Rules") as amended and in force, from time to time;
- 1.3 This Order shall be exclusively governed by Indian law;
- 1.4 The dispute shall be decided by an Arbitral Tribunal consisting of three members, who shall be appointed in accordance with the Rules;
- 1.5 The costs, charges, fees and expenses of the arbitrator(s) shall be borne equally by the Parties to the arbitration, and save as aforesaid, the Parties shall bear its own legal and others costs;
- 1.6 The venue of such arbitration shall be in Mumbai only;
- 1.7 The courts at Mumbai alone shall have the exclusive jurisdiction to hear matters pertaining to the arbitration or any matter related thereto;
- 1.8 Arbitration proceedings shall be conducted in English language; and
- 1.9 Performance under the Order shall be continued during the arbitration proceedings unless otherwise directed by the Purchaser in writing or unless the matter is such that the performance cannot be possibly continued until the decision of arbitrator is obtained.

**Acceptance of Order:**

You are requested to confirm your unconditional acceptance of this order by signing the acceptance receipt attached with this order within 01 days of issuance of this order.

**EHS requirement:**

- (a) M/C Guarding including back-guarding :( for all rotating equipment)
  1. Guarding to ensure non-contact of hand in moving parts of the machine from any position.
  2. Exposed shaft drives to have fixed guarding
  3. Mesh guards to be of finger proof.
  4. All guards , which are not fixed, should be interlocked
  5. Access to Rotary Air locks to be prevented by positive interlocks
  6. Exhaust Fans to have guarding enclosure on either side.
- (b) Electrical Safety in Panels :( for all electrical panels)
  1. Padlock provision for doors
  2. Shrouding at the rear side against Busbar live contacts
  3. To comply with BS: 6423: 1983 & BS6626: 1985 standards on switch gear & Control Gear and IEE Wiring regulations BS 7671
  4. Equipment to have current state-of -art safety features eg. Earthing, fuses,RCCBsetc
  5. Equipment is labeled as per International colour& sign codes
  6. No taped joints in the wiring. Use of adaptors is allowed
  7. Use of MCBs in place of Switch fuse Units
  8. Double Earthing Provision for all mechanical & electrical equipment
- (c) Noise: (for all rotating equipment):Equipment should not to emit noise 70 dB(A) from 1 mtr distance from the machine
- (d) Asbestos:( for all packing , glands etc ) : Your products should not have traces of Asbestos in any form in the item
- (e) Chlorofluorocarbons (CFCs) & Ozone Depleting Substances (ODS):( for all oils, lubricants and equivalent type ) Your products should not have traces of CFCs and its derivatives and ODSs in any form in the item.
- (f) PolyChlorinatedBiphenyl (PCB):( for all oils , lubricants and equivalent type ) Your products should not have PCB in any form found in electrical transformers, capacitors, light ballasts)
- (g) Imported Equipment / Machinery: Equipment/ Machinery to have certification ` CE' (Certificate` the Europe )
- (h) Packaging Materials: 1. Total amounts of Hg,Pb,Cd and Cr6 in any packaging material does not exceed 100ppm and the packaging material

should not be bleached by a process involving chlorine.



## SERVICE ORDER

JSW Hydro Energy Limited  
KARCHAM WANGTOO H.E.P  
Sholtu Colony, P.O. Tapri  
District - Kinnaur  
Kinnaur(Sholtu)-172104  
-Himachal Pradesh ( India )  
CIN No: U40101HP2014PLC000681

Vendor Code : 0020032919  
Name : CONNECTIVITY IT SOLUTIONS PVT LTD  
Address : 606-608, ECOSTAR,,VISHVESHVAR NAGAR  
ROAD,,CHURI WA  
MUMBAI-400063-Maharashtra  
Ph.No : 9870074006  
E-mail : RUCHESH@CONNECTIVITYSOLUTIONS.IN  
PAN NO : AAGCC1283L  
Vendor GST : 27AAGCC1283L1ZG

P.O.No.:JSWHEL/2025-26/0840000838  
P.O.Date:09.09.2025  
Type:ECAP/P/EIT/  
Buyer Name:Sambit Kumar Prust  
Buyer Email:sambit.prusty@jsw.in  
PR.No/Date:4300003951/30.04.2025

Dear Sir/Madam,

We are pleased to place order against your Ref. Quote No. Ariba Dated: 3100800251 & Subsequent Negotiation , as per below mentioned Price, terms & conditions.

ALL THE PRICES MENTIONED BELOW ARE IN INR							
SR. NO.	SERVICE SHORT DESCRIPTION		UOM	QTY.	TOTAL VALUE	COMPLETION DATE	
1	AMC of Camera & Mike		AU	1.000	439351	08.09.2027	
	The above work contains following Services:						
	SR.NO	SERVICE CODE SERVICE DESCRIPTION		QTY.	UoM	UNIT PRICE	TOTAL BASIC VALUE
	1.1	00SIT8111260000342 EXCUT:AMC,EQUIP,IT;CON-SNT-VSXLBMDC SAC Code:		1.000	EA	329800.0000	329800.00
Additional Specifications :1 Year AMC of Camera							
	1.2	00SIT8111260000434 EXCUT:AMC,EQUIP,IT;COMPREHENSIVE,EA,NRML SAC Code:		3.000	EA	36517.0000	109551.00
Additional Specifications :3 Year AMC of Mike							
D/ T/C: I/P 18% GST_ND - 79083.18							
2	Installation & Commissioning of VC Room		AU	1.000	75000	08.09.2027	
	The above work contains following Services:						
	SR.NO	SERVICE CODE SERVICE DESCRIPTION		QTY.	UoM	UNIT PRICE	TOTAL BASIC VALUE
	2.1	00SIT8111180900206 INSTL:EQUIP,IT;VC DVC,ROOM KIT,EA,NRML SAC Code:		1.000	EA	75000.0000	75000.00
Additional Specifications :1 Year Installation & Commissioning of VC Room Kit							
D/ T/C: I/P 18% GST_ND - 13500.00							
Total Duties/Taxes & Charges: I/P 18% GST_ND - 92583.18							
UOM Description :							
AU - Activity unit , EA - each ,							
Total PO Basic Value: 514351.00			Total Taxes / Charges : 92583.18			Total PO Value: 606934.18	
Total PO Value (In Figures):SIX HUNDRED SIX THOUSAND NINE HUNDRED THIRTY-FOUR and EIGHTEEN Indian Rupee							

PRICE BASIS:FOR JSW Hydro Energy Ltd site	<b>Contract Period</b> Start Date:09.09.2025 to End Date :08.09.2027 <b>Delivery Address:</b> Main Store, JSW Hydro Energy Limited KARCHAM WANGTOO H.E.P Sholtu Colony, P.O. Tapri District - Kinnaur Kinnaur(Sholtu)-172104 -Himachal Pradesh ( India )	
PAYMENT TERMS:Payable in 30 days from SRN Date(Against RA Bill)		
Payemt Term : P030 - 100% along with 100% taxes payable in 30 days from SRN Date(Against RA Bill)		
INSPECTIONBY EIC		
DELIVERY PERIOD:Delivery Period : 36 Months.		

**NOTE TO SUPPLIER:**

Ariba Event no. 4300003951-3100800251- SHOLTU\_ENERGY-Video Conference  
System for New Office Building.

For Installation, Commissioning, SNTC-8X5XNBD Support Camera & Mike.

**Terms & Conditions:-**

- 1) Price Basis : F.O.R. JSW Hydro Energy Ltd site, District Kinnaur (HP) 172104
- 2) Effective date of contract : PO/LOI date
- 3) Firm Price : Firm price till execution of the PO/WO, No escalation in the price during the terms of contract
- 4) Transit Insurance - Transit insurance for the material shall be arranged by the supplier
- 5) Mobilization of team for installation and commissioning : As per instructions of (Engineer in charge of the order). However, JSW will intimate 7 Days in advance to mobilize expert at site.
- 6) TO & FRO transportation : From vendor work to JSW site at Kinnaur and return are the responsibility of the vendor.
- 7) Lodging, Boarding ,Accommodation : In Vendor Scope or JSW will facilitate on chargeable basis as per company norm.
- 8) Limit of Liability : Maximum 100% of Total Purchase Price, except for patent liability and Risk Purchase Clause.
- 9) Risk Purchase : Notwithstanding anything contained in this LOI, if at any stage delay has taken place in supply or we feel that delay is taking place or likely to take place in the execution of LOI / PO then we shall have the right to procure required material or part thereof from alternate sources at your cost and expenses including incidental expenses. If we exercise this option for any quantity, then you shall stop processing and delivery of the same without any cost to us. This shall be over & above limit of liability.
- 10) Governing Laws & Jurisdiction : Any dispute arising out of or in connection with this LOI /PO or including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration (MCIA Rules) which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Shimla. The Tribunal shall consist of one arbitrator. the language of this shall be English. The Law governing the LOI and contract shall be India Law.
- 11) Confidential Information : You agree that any information received pursuant to this LOI/PO shall be treated as confidential information and shall not be disclosed to any third party except it is required by law or legal process.
- 12) Press Release / Public announcements : You shall take prior written consent by providing draft well in advance for any kind of press release, public announcements or any other notifications with respect to this LOI / PO, for our approval under the provisions of law.
- 13) General terms and conditions : As per GTC
- 14) EIC of this order is Mr. PP Semwal, Mob no. 9816605817, Email ID : pp.semwal@jsw.in

1). Payment Queries- Drop mail & contact to JSW GBS Team -

For Advance payment terms / Cash against Documents (CAD) please send Preformat Invoice / Non Negotiable documents to email.  
postpo.gbsbbsr@jsw.in. Phone No. 0674 663 6765 / 6764

For After-delivery Payment status please send email to vendorhelpdesk.gbs@jsw.in along with PO number and invoice details. To track payment status, please follow the link. <https://gbs.jsw.in> using your vendor code and PAN Number for online tracking of your invoices

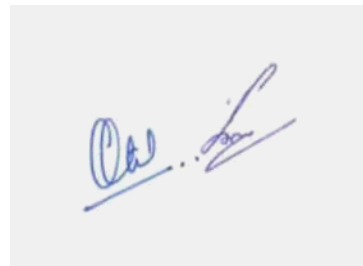
Please mention the following details in the invoice without which Invoice will not be processed.

1. Consignor Name (supplier), Address & GST no.



<p>2. Invoice no &amp; date</p> <p>3. Consignee Name (JSW), Address &amp; GST no</p> <p>4. HSN code (for supply) / SAC code (for service)</p> <p>2) Please acknowledge the PO by sending the confirmation email and material dispatch information to <a href="mailto:postpo.gbsbbsr@jsw.in">postpo.gbsbbsr@jsw.in</a> within 3 days from receipt of this PO.</p> <p>If the acceptance is not received within 7 days from the date of release of the order we presume that the order is acceptable to you.</p>
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Thanking You  
Yours sincerely,  
For JSW Hydro Energy Limited



AUTHORIZED SIGNATORY

**GENERAL TERMS AND CONDITIONS ("GTC") OF WORK ORDER / PURCHASE ORDER/ SERVICE ORDER APPLICABLE TO THE GOODS, SERVICES OR WORK SUPPLIED, EXECUTED OR PERFORMED FOR JSW HYDRO ENERGY LIMITED**

**1. Definitions:**

**1.1 "Company / Buyer" shall mean JSW Hydro Energy Limited, a company incorporated and validly existing within the meaning of the Companies Act, 2013 and include its successors and assigns.**

**1.2 "Supplier / Service Provider / Contractor" shall mean the entity undertaking the supplies, performance of services, execution of work in accordance with the terms of Order.**

**1.3 "LOI" / "Work Order" / "Purchase Order / Service Order / "Order" hereinafter referred as Order, shall mean the document issued by Buyer identifying the scope of performance, price and other specifications relating to the Supplies or Works along with the General Terms and Conditions and the commercial terms and conditions, which are incorporated by reference.**

**1.4 "Supplies" / "Work", hereinafter referred to as Works, shall mean and include all the activities, including but not limited to supply, execution of work and rendering such services as more particularly described under the scope.**

**2. Acceptance of Terms:**

**2.1 The Order shall govern the contractual relationship between Buyer and the Supplier / Service Provider / Contractor to the exclusion of all the other terms and conditions, except if and to the extent otherwise expressly agreed in writing between Buyer and the Supplier / Service Provider / Contractor;**

**2.2 Acknowledgement of the Order, including without limitation, by commencing performance as stipulated under the Order, shall be deemed acceptance of the Order.**

**2.3 In case of any inconsistency, discrepancy, ambiguity or uncertainty, the specific conditions agreed under the Order and special conditions shall prevail only to the extent contrary.**

**3. Disclaimer:**

**3.1 The Supplier / Service Provider / Contractor acknowledges that it has made a complete and careful examination as well as an independent evaluation of the scope, specifications and standards (if any), local conditions, subsoil and geology, traffic volumes, suitability and availability of access routes, site conditions, applicable laws etc. The Supplier / Service Provider / Contractor has further determined to its satisfaction the nature and extent of difficulties, risks and hazards as the case maybe, that are likely to arise or affect the course of performance/ execution of the Works. Buyer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Supplier / Service Provider / Contractor confirms that it shall have no claim whatsoever against Buyer in this regard.**

**4. Supplier#s / Service Provider#s / Contractor#s Responsibilities:**

**4.1 Supplier / Service Provider / Contractor warrants to Buyer that:**

**(a) it shall execute the Works under the Order in conformity to the terms and conditions stipulated by Buyer in the Order otherwise in relation thereto and in accordance with the applicable laws and regulations; with all appropriate skill and care, in accordance with the best industry practice, will be of good quality and fit for intended purpose; and**

**(b) The Works shall be free of all defects (design, workmanship, etc.), any claims of whatsoever nature, including without limitation title claims, and will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within thirty (30) days of its assertion.**

**4.2 Any attempt by Supplier / Service Provider / Contractor to limit, disclaim or restrict any such warranties or remedies by acknowledgement or otherwise shall be null, void and ineffective. The warranties contained above are in addition to any other warranties required under the applicable law and no contrary disclaimer in this regard shall be valid or effective.**

**4.3 Supplier / Service Provider / Contractor shall promptly and at its own cost, carry out all remedial work necessary**

to enable Buyer to accept the Works executed under this Order or necessary to remedy any deficiencies which occurred or were discovered within the warranty period / defect liability period commencing upon issuance of final acceptance certificate / commissioning certificate of the Works by Buyer, unless otherwise agreed between the parties.

4.4 Any re-performed work shall carry warranties on the same terms as set forth above, with the warranty period being the later of the original un-expired.

4.5 Buyer reserves the right, at its sole discretion, to vary, amend or modify, reduce, increase the scope in part or full, with respect to its quantity, quality or otherwise, or upon being dissatisfied regarding the quality, progress and the performance by the Supplier / Service Provider / Contractor or due to any other reason, without assigning any reason and without giving any prior notice whatsoever. Such a decision of Buyer shall be final and binding on the Supplier / Service Provider / Contractor.

4.6 In no event shall Supplier / Service Provider / Contractor suspend the performance of work under this Order.

4.7 In case of conflict between applicable technical specifications, drawings, codes and standards, the most stringent requirements shall apply. It shall be the responsibility of the Supplier / Service Provider / Contractor to identify any deficiencies, omissions, contradictions, ambiguities or conflicts between or within the Order, this GTC, and the applicable codes, regulations and standards, and to notify Buyer of such deficiencies, omissions, contradictions, ambiguities or conflicts in writing within 5 (Five) days from issuance of the Order. The clarifications or determination given by Buyer shall be final and binding on the Supplier / Service Provider / Contractor.

4.8 In case any activities, deliverables or works required to be performed, which are not explicitly stated as the Supplier#s / Service Provider#s / Contractor#s responsibility, drawings/ specifications etc., but which are deduced therefrom and necessary for the proper performance of the Works by the Supplier / Service Provider / Contractor, the Supplier / Service Provider / Contractor shall render such performance without any claim for additional time and/or cost compensation.

4.9 Buyer reserves the right to inspect, test or reject any supplies, work, Works before acceptance. During inspection, if any deficiency or non-compliance is noted, then, Supplier / Service Provider / Contractor shall rectify such defects and/or remove and replace defective work within reasonable time at its sole cost.

4.10 All Supplies must be properly packed and the package containing the Supplies and materials must be sufficiently strong to withstand rough handling. The Supplier / Service Provider / Contractor shall take suitable precautions and measures to protect the Supplies against dampness, moisture, rain, rust, shock and deformation etc. All packing material for packing of the Supplies will comply with all relevant statutory requirements and regulations.

## 5. BUYER#S Responsibilities:

5.1 In consideration of the proper performance by the Supplier / Service Provider / Contractor, Buyer shall pay to the Supplier / Service Provider / Contractor the undisputed Order price, against properly raised invoices.

## 6. Price, Taxes and Duties:

6.1 The Price as agreed between the Parties shall be the full and complete compensation for the Supplier#s / Service Provider#s / Contractor#s performance of all its obligations, and includes without limitation, any and all direct, indirect and ancillary charges, costs and expenses of whatsoever nature necessary for compliance with the terms and performance. Unless specifically approved by Buyer in writing, it shall not be made liable for any escalation / overrun compensation, idling charges.

6.2 Supplier / Service Provider / Contractor shall be responsible to comply with all the applicable laws in relation to the taxes, duties, etc. as may be applicable in relation to the Works.

6.3 The Supplier / Service Provider / Contractor is responsible to upload the details of Supplies/services made to Buyer, every month within the due date of filing GSTR-1 as prescribed under Section 37 of the CGST Act. In the event of the Supplier / Service Provider / Contractor not furnishing such details within the said due date, any tax demands on the Buyer from the Authorities, including but not limited to reversal of input tax credits in lieu of the

Supplier / Service Provider / Contractor not declaring the outward supplies, shall be recovered from the Supplier / Service Provider / Contractor with interest and penalty.

#### 7. Liquidated Damages:

7.1 Time is the essence for performance of Supplier#s/ Service Provider#s / Contractor#s obligations.

7.2 The Supplier / Service Provider / Contractor will be required to meet the time schedule, delivery schedule / Bar Chart / milestone, performance guarantee parameters and also other obligations for supplies and Service performance commitments as specified in the Order. There will be liquidated damages imposed on the Supplier / Service Provider / Contractor as specified under Order, if the Supplier / Service Provider / Contractor delays in performance or fails to fulfil the obligations / commitments / performance agreed hereunder.

7.3 The amount of liquidated damages as stated in the Order are an agreed genuine pre-estimate of the loss and damage that the Buyer will suffer if the Supplier / Service Provider / Contractor fails to fulfil the obligations in the manner and time schedule agreed hereunder and are not by way of penalty, provided always that the right to levy liquidated damages is in addition to and without prejudice to any other rights or remedies available to the Buyer under this Order, this GTC or any applicable law.

7.4 The liquidated damages will be deducted from the invoices of the Supplier / Service Provider / Contractor or else can be adjusted from the Security Deposit if any or by invoking Bank Guarantee, if any.

7.5 Notwithstanding the right of Buyer to levy liquidated damages, Buyer shall also have the right to rescind/ terminate the Order at its sole discretion, in the event the Supplier / Service Provider / Contractor grossly and/or willfully fails to achieve the time schedule or fails to fulfil the obligations / commitment agreed or to demonstrate expediting the performance and/or improving its performance.

#### 8. Limitation of Liability:

8.1 Any aggregate limit of liability of Supplier / Service Provider / Contractor, as stated under the Order shall exclude any liability arising due to infringement of IPR, breach of Confidentiality, fraud, gross negligence or willful default, indemnification or any other liability which cannot be limited by law.

8.2 The maximum liability of Buyer, at all times, shall be limited to the balance amount of consideration payable by the Buyer to the Supplier / Service Provider / Contractor after adjusting the consideration already paid. Buyer shall not be liable for any indirect, consequential, exemplary, special, punitive or incidental losses, damages or costs.

#### 9. Performance Security / Bank Guarantee:

9.1 Buyer may require the Supplier / Service Provider / Contractor to keep deposited with Buyer in advance such sum as agreed, as an interest-free refundable security deposit or performance bank guarantee as the case may be. The Security Deposit shall be refundable, without any incidence of interest, after 3 (three) months from the date of expiry or termination of the Warranty / Defect Liability Period, if any subject to deduction of any damages, loss, expenses, costs or statutory payments, as the case may be, which are incurred or likely to be incurred by Buyer towards statutory compliance or due to the non-compliance, breach or default by the Supplier / Service Provider / Contractor.

9.2 All Bank Guarantees furnished by the Supplier / Service Provider / Contractor shall be irrevocable and unconditional, valid till 3 (three) months after the expiry of Warranty / Defect Liability Period. The bank guarantee(s), as stated above, shall be issued by a reputed international bank/ nationalized bank having a branch in Mumbai, India and as is acceptable to Buyer. The bank guarantee(s) shall be furnished as per the format prescribed by Buyer. Notwithstanding its other legal rights and remedy, Buyer reserves the right at its sole discretion, to encash the above Bank Guarantee(s) in case the Supplier / Service Provider / Contractor fails to deliver / complete the performance within the agreed time schedule or is in breach or default of its duties, obligations or terms of the Order or this GTC. For the avoidance of doubt, failure to extend the Bank Guarantees by the Supplier / Service Provider / Contractor shall be deemed as breach.

#### 10. Best Price Guarantee:

The Supplier / Service Provider / Contractor must at all times render the performance at the most competitive Price/ unit rate and same as the lowest Price/ unit rate offered by it to any of its clients or customers. If at any time, it is

discovered that the Supplier / Service Provider / Contractor renders performance of equal/ similar nature and scope at a unit rate/ price lower than that offered to the Buyer, then upon such discovery, such lower price/ unit rate shall be payable by Buyer for all such performance during the period when such lower price/ unit rate is in effect. Any determination by Buyer in this regard shall be final and binding on the Supplier / Service Provider / Contractor.

#### 11. Transfer of Title and Risk:

The title for the Works or any part thereof shall be passed on to Buyer once the delivery in all respects as per the agreed timelines, specifications and other terms of this GTC and/or in accordance with agreed Incoterms 2020, is complete. The risk shall pass on to Buyer upon issuance of final acceptance certificate or commissioning certificate or as otherwise agreed between the Parties.

#### 12. Suspension / Termination:

12.1 Buyer may terminate/ cancel the Order, at its sole discretion, at any time, without assigning any reason, and without being liable for any compensation, by giving thirty (30) days written notice to the Supplier / Service Provider / Contractor. In such an event, Buyer shall pay to the Supplier / Service Provider / Contractor for all undisputed invoices against such scope completed by the Supplier / Service Provider / Contractor which are accepted by Buyer.

12.2 Without prejudice to the provisions of clause 12.1 above, Buyer may at any time, by written notice terminate/ cancel the Order, subject to 7 (Seven) days written notice, without being liable for any compensation, if: (i) The Supplier / Service Provider / Contractor or any of its personnel commits a breach, default or violations of the terms or covenants or condition of the Order or this GTC or fails to comply with any of its duties, obligations or undertakings on its part to be observed, performed or fulfilled; (ii) Delay in performance, poor performance, non-performance in accordance with the agreed time schedule and/ or the performance guarantee parameters; (iii) The Supplier / Service Provider / Contractor suspends, abandons the whole or part of the scope and its performance, contrary to the express terms herein; (iv) Any representation or warranty given by the Supplier / Service Provider / Contractor is found to be incorrect; (v) initiation of dissolution, liquidation or winding-up (whether voluntary or compulsory) of Supplier / Service Provider / Contractor or appointment of an Interim Resolution Professional / Resolution Professional, receiver or manager of any of Supplier#s / Service Provider#s / Contractor#s assets or Supplier / Service Provider / Contractor entering into any compromise or arrangement with its creditors; (v) Supplier / Service Provider / Contractor is blacklisted by any Government / Semi Government bodies due to which performance of this Order has become difficult.

12.3 Upon receipt of the notice of termination of the Order, the Supplier / Service Provider / Contractor shall furnish all the relevant information to Buyer and shall hand over all the confidential information, data, documents, materials, goods, tools, equipment including free issued materials provided by Buyer to assist the Supplier / Service Provider / Contractor, within 15 (fifteen) days of receipt of such notice.

12.4 Upon termination of the Order, the Supplier / Service Provider / Contractor shall have no right to claim any compensation or damages against Buyer whatsoever.

12.5 In all such cases of termination due to default of the Supplier / Service Provider / Contractor, the security deposit or the Bank Guarantee(s) shall be forfeited / encashed and the Supplier / Service Provider / Contractor shall also be liable for damages / debarment / blacklisting.

12.6 Unless otherwise directed by the Buyer, the Supplier / Service Provider / Contractor agrees that the Supplier / Service Provider / Contractor shall continue to provide Services in the same manner during the notice period co-operate with the Buyer for the smooth transition of this Order to any other party.

12.7 Buyer may order Supplier/ Service Provider/ Contractor by prior written notice in writing to suspend all or any part of the performance for such period of time as may be determined by Buyer, at its sole discretion. The Supplier/ Service Provider / Contractor shall promptly suspend work to the extent specified, properly care and protect all work in progress, materials, supplies and equipment etc. in its possession and control.

#### 13. Risk Purchase:

During the subsistence of this Order or after termination of the Order, Buyer reserves the right to engage any third party at any stage, at its sole discretion for the performance of the balance, delayed, defective or abandoned scope at the sole risk and cost of the Supplier / Service Provider / Contractor, if at any point of time, it is observed that the

progress of Works is not as per delivery schedule / Bar Chart / milestone or the Supplier / Service Provider / Contractor is in breach of any obligation, non-performance, defect, which is not cured/ remedied by the Supplier / Service Provider / Contractor upon notice by Buyer or if in the opinion of Buyer the Supplier/ Service Provider/ Contractor will not be able to perform the work entrusted to him or that undue delay is being caused by the Supplier / Service Provider / Contractor. Buyer shall be entitled to carry out any activities necessary to remedy the performance at the sole cost, expense and damages from the Supplier/ Service Provider / Contractor. This right is in addition to any other rights and remedies that Buyer may have under the Order, this GTC and under the law, including but not limited to termination.

#### 14. Force Majeure:

14.1 "Force Majeure" shall mean an event or circumstance or combination of events and circumstances which are beyond the reasonable control of the Parties which could not at the time of conclusion of these instruments be foreseen and that prevent either of them from wholly or partially performing any duties or obligations under the Order. "Force Majeure" shall inter alia include the following: act of government, war (whether declared or not), invasion, act of foreign or internal enemies, rebellion terrorism, revolution, insurrection, military, or usurped power, civil war, riot, munitions of war, sabotage, natural catastrophes such as earthquake, hurricane, typhoon, epidemics, pandemics, volcanic activity, adverse severe forces of nature or Acts of God. Provided that, the following events shall not be construed as a Force Majeure: (a) financial distress of the Supplier / Service Provider / Contractor; (b) weather conditions, regardless of severity; (c) breakdown of any equipment, plant or machinery used by the Supplier / Service Provider / Contractor; (d) results from non-compliance with any applicable law by the Supplier / Service Provider / Contractor or the Supplier#s / Service Provider#s / Contractor#s inability to obtain any permit, quota, license, clearance from any authority; (e) reduction, depletion, shortage, curtailment, or cessation of Supplier#s / Contractor#s Supplies, fuel, labour or reserves; and/ or, (f) strike/ stoppage of operations by the personnel of the Supplier / Service Provider / Contractor; (g) any other event, caused or is attributable to the Supplier#s/ Service Provider#s / Contractor#s acts/ omissions or which could have been prevented by the Supplier/ Service Provider / Contractor.

14.2 Notwithstanding anything contained in this clause, the ongoing COVID -19 pandemic outbreak shall not be deemed as a Force Majeure event, as the Parties are aware of the current outbreak of the COVID-19 at the time of finalization/ acceptance of the Order, which may impact their performance. Hence, the Parties agree to do their best to implement all reasonable mitigation measures in compliance with the existing guidelines and restrictive measures to enable the timely performance under this Agreement. Any subsequent hindrance due to evolution of COVID-19 shall be governed in accordance with the provisions of clause 14.3 to 14.5 under this GTC.

14.3 If either Party is prevented from performing any of its obligations by Force Majeure event, such Party shall give to the other Party a written notice within 14 (fourteen) days of occurrence of such events describing its effects supported by authentic evidence that are verifiable. On giving such notice, the affected Party shall be wholly or partially excused from the performance of its obligation to the extent it is so prevented by the Force Majeure condition. The Parties shall subsequently evaluate the effects and, if necessary, shall extend the Term accordingly.

14.4 The affected Party shall use all reasonable efforts to minimize any delay in its performance due to the occurrence of Force Majeure. The Parties shall bear their respective costs and expenses resulting out of such occurrence of Force Majeure as well as minimizing any delay.

14.5 If the period of non-performance or delay exceeds beyond 60 (sixty) days and the performance could not be resumed under any circumstances, then both Parties shall consult and agree on the necessary arrangement for further implementation of the Works, including termination.

#### 15. Statutory and Ethical Compliance with Applicable Laws:

15.1 The Supplier / Service Provider / Contractor shall perform its obligations and duties diligently, prudently, honestly, efficiently and with sufficient amount of care and caution as is necessary for security and safety, reputation etc. in relation to the property and goodwill of Buyer.

15.2 The Supplier / Service Provider / Contractor will comply with the provisions of all applicable laws (including but not limited to international trade laws, statutes, ordinances, rules and regulations applicable to the scope agreed hereunder) and shall obtain all necessary and applicable clearances under the applicable laws.

15.3 The Supplier / Service Provider / Contractor undertakes to comply with all applicable laws/ statutes/ directives or regulations relating to anti-bribery, anti-corruption laws and shall promptly notify Buyer of any actual or suspected violation / breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, Buyer shall have the option to take such steps as it deems necessary to protect its interests including termination of this Order without damages or other sanctions including blacklisting.

15.4 The Supplier / Service Provider / Contractor shall ensure that it has adequate systems in place to protect and safeguard any personal or sensitive personal information that it will be dealing with and shall at all times be compliant with the data protection regulations applicable to it in the relevant jurisdictions where it operates or conducts its business.

15.5 The Supplier / Service Provider / Contractor understands that all business and other dealings, direct and indirect with embargoed entities are expressly prohibited.

15.6 Buyer is an environment friendly company and the Supplier / Service Provider / Contractor undertakes to strictly follow and comply with all applicable laws, directives and policy with respect to protection of environment, health and safety, as may be applicable or otherwise prescribed by Buyer.

15.7 If the Works requires the performance or any part thereof to be carried on the site of Buyer, then the Supplier / Service Provider / Contractor shall ensure that no scrap, wastage of any article, hazardous materials etc. is left behind at the site. The disposal of such items as stated above should be undertaken by the Supplier / Service Provider / Contractor at its sole cost, as per applicable laws and good industry practices.

15.8 The Supplier / Service Provider / Contractor shall at sole cost strictly comply with all relevant statutory Rules / Acts, labor laws and codes, notification, circulars or any amendments thereof as required by central / state / local government authorities including but not limited to minimum wages, provident fund, workmen compensation, payment of wages, labor license, work contract or any other statutory compliance applicable to its labor, Supplier#s / Service Provider#s / Contractor#s workmen and all such personnel as may be engaged by it in relation to the performance, including any applicable register, records or clearances that shall be required to be maintained or returns to be filed with the authorities in this regard.

15.9 The Supplier / Service Provider / Contractor shall assist in any enquiry, investigation or audit initiated by the Buyer or any Authority and disclose necessary documents and information to support and demonstrate the Supplier#s / Service Provider#s / Contractor#s compliance with the requirement under this provision and applicable law and policy of the Buyer. Any costs or expenses incurred in this regard, shall be solely on the account of the Supplier / Service Provider / Contractor.

15.10 The Supplier / Service Provider / Contractor shall ensure that all the personnel engaged by it shall be more than 18 years of age.

15.11 Supplier / Service Provider / Contractor shall be responsible for all losses or damages caused either directly or indirectly to the Buyer due to theft, pilferage, breakage, shortage or damage to the material, Property or Work and any accident, injury, sickness or death of their personnel or otherwise during performance of the Work. The Supplier / Service Provider / Contractor shall cooperate and comply with Buyer#s instructions and immediately complete necessary legal procedures. The Supplier / Service Provider / Contractor shall be solely liable for payment of necessary compensation, if required or directed, under the provisions of applicable labor law.

15.12 The costs, expenses or damages incurred by the Buyer shall be recovered from the Contractor/ Service Provider / Supplier and the Contractor/ Service Provider / Supplier shall further be liable to pay such penalty as shall be determined and deemed to be fit by the Buyer in accordance with the applicable policies and rules of the Buyer for noncompliance, negligence or default. This is without prejudice to other rights and remedies of Buyer including but not limited to termination of the Order and / or debarment / blacklisting of Contractor/ Service Provider / Supplier for future engagement.

15.13 The Supplier / Service Provider / Contractor shall abide by Buyer#s disciplinary rules and regulations, safety and security guidelines, code of conduct and general business principles as prescribed from time to time. Further, the Buyer#s Supplier Code of Conduct has been made available at (<https://www.jsw.in/groups/supply-chain-sustainability>) and deemed to be incorporated by reference. The Supplier /

Service Provider / Contractor shall read, understand and be solely responsible to strictly comply with the said code and violation thereof. The acceptance of Order shall be deemed acceptance of JSW Code of Conduct. The Supplier / Service Provider / Contractor shall check the above weblink from time to time in order to follow and comply with the updated codes and policies.

15.14 The Supplier/ Service Provider / Contractor hereby acknowledges and agrees that any consequence or risk resulting from any non-compliance of either any statutory provisions, approvals, mandates or any of the Buyer's applicable policies shall be at the sole risk, cost and expense of the Supplier/ Service Provider / Contractor.

15.15 Supplier / Service Provider / Contractor undertakes to furnish its actual permanent as well as present / local address in all statutory registrations / registers / returns and shall not use Buyer's address in any statutory records / returns as their address. Supplier / Service Provider / Contractor further undertake that under no circumstances their liabilities for contravention / non-compliance under any labour laws are enforceable on Buyer, as Principal Employer and in any such eventuality, Buyer, shall have the right to charge or recover such liabilities with interest and penalty from Supplier / Service Provider / Contractor.

#### 16. Indemnity:

The Supplier / Service Provider / Contractor shall indemnify and hold harmless Buyer, its directors, officers, employees, affiliates from and against any and all claims, losses, actions, demands, statutory penalties and proceedings of third parties together with all legal expenses incurred in connection therewith arising out of any (i) personal injury, accident or death to any personnel, or for loss and damage to any property due to theft, pilferage, breakage, shortage, vandalism or otherwise, resulting from any cause arising out of and from any defect in the work or (ii) inaccuracy, breach or non-fulfillment of any of the representations or warranties or obligations of the Supplier / Service Provider / Contractor in this Order (iii) noncompliance with applicable laws or (iv) Infringement of third party intellectual property rights (v) breach of confidentiality. Pursuant to sub-clause (i) above, the Contractor/ Supplier/ Service Provider shall be responsible to bear any medical costs and expenses, which are incurred or accrued in relation to any bodily injury or accident.

17. Documents, Inspection and Audit: The Supplier / Service Provider / Contractor shall permit Buyer, or its representatives, to inspect the relevant accounts and records relating to the Works to verify compliance, upon prior notice by Buyer. The Supplier / Service Provider / Contractor shall preserve and maintain all the records, books of accounts and other related documents of evidence for statutory compliance in respect of the Works in accordance with the applicable law and produce the same as and when required by the government and regulatory authorities.

18. Set-Off / Cross Default: Buyer shall at all times be entitled to set off any present or future claims Buyer may have against Supplier / Service Provider / Contractor against any present or future debts which Buyer may have with the Supplier / Service Provider / Contractor. Buyer has a right to terminate the Order in the event of any default or breach committed by the Supplier / Service Provider / Contractor in any other contract, subcontract, work order, purchase order or any other agreement executed between Buyer and the Supplier / Service Provider / Contractor and adjust the amount of damages.

19. "Intellectual Property Rights": shall mean and include all proprietary rights, title, interest and other names, logos, trademarks and service marks included in any material provided to the Supplier / Service Provider / Contractor by or on behalf of the Buyer, including any goodwill or other value generated in connection with their use thereof and the copyrights and other intellectual property rights provided to the Supplier / Service Provider / Contractor by or on behalf of the Buyer. The Intellectual Property Rights shall at all times be solely owned by Buyer. The Supplier / Service Provider / Contractor shall have no right to use any Intellectual Property Rights of the Buyer, except in such manner and at such times as are expressly approved by the Buyer.

20. Confidentiality: The Supplier / Service Provider / Contractor shall maintain confidentiality and shall not disclose or divulge and also prevent the disclosure or divulgence of any secret and confidential information of Buyer or its subsidiary / affiliates / group company, acquired by Supplier / Service Provider / Contractor during the course of performance under the Order or thereafter.

21. Assignment and Subcontracting: Supplier / Service Provider / Contractor shall not assign or sub# contract any of its rights or obligations under this Order or any portion thereof, or any benefit or money accruing to it there under, without prior written consent of authorized person of Buyer. Buyer may however assign this Order to any of its



group company and/or any third party as Buyer may deem necessary. In the event, the Contractor/ Service Provider / Supplier is engaging subcontractor for performance of the portion of the Order with prior written consent of authorized person of the Buyer, then, the subcontractor shall be bound mutatis-mutandis by all the terms and conditions of this Order including GTC, statutory compliances, safety and security guidelines and such other terms as applicable to the Contractor/ Service Provider / Supplier. The Supplier/ Service Provider/ Contractor shall provide a copy of this GTC to the sub-contractor and shall enter into an agreement with back to back stipulations of the terms agreed hereunder and ensure compliance thereof. The Contractor/ Service Provider / Supplier shall continue to be solely responsible for any non-compliance, non-performance or breach by its subcontractors.

**22. Step-in Rights:** If the scope requires procurement of supply from sub-suppliers, subcontracting the portion of performance, or such subcontracting is agreed upon by Buyer, then Buyer upon its reasonable determination, in relation to any event of default stated in this GTC or any non-payment of the Supplier / Service Provider / Contractor to the subcontractor or sub-suppliers, shall with prior written notice, have the right to take over the balance / part of the performance and directly engage any third party or the concerned sub-contractor, release payments on account of Supplier / Service Provider / Contractor to the subcontractor or sub-suppliers, as well as complete the balance performance at the risk, cost, expenses of the Supplier / Service Provider / Contractor.

**23. Waiver:** No waiver shall be effective unless made in writing and expressly agreed by the waiving party.

**24. Severability:** If for any reason whatsoever, any provision of the Order or this GTC is or becomes, or is declared by a court to be void, invalid, illegal or unenforceable, then such provisions shall be deemed to have been severed or removed, without any prejudice to the continuance in force and effect of all other provisions of the Order or this GTC.

**25. Relationship:** This Order is entered into strictly on principal to principal basis. This Order shall not operate to constitute either party as the agent, partner, employer or employee of the other or representative of the other and none of the employees/personnel of either party shall be entitled to claim any status as the employees of the other party.

**26. Amendment:** No modification or amendment to the Order shall be valid unless agreed in writing by both the Parties.

**27. Governing Law and Dispute Resolution:**

**For Domestic Transaction valued up to Rs. 10 Crores**

a) This Order shall be governed by and interpreted in accordance with the substantive laws of India, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Mumbai shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to the courts having jurisdiction.

**For Domestic Transaction valued above Rs. 10 Crores and up to Rs. 25 Crores**

a) This Order shall be governed by and interpreted in accordance with the substantive laws of India, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Mumbai shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties

shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 ("Act"), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by sole arbitrator to be appointed with mutual consent of the Parties (referred to as "Arbitral Tribunal"). The seat and venue of arbitration shall be Mumbai and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing. The provision pertaining to 'Fast Track Proceedings' prescribed under section 29B of the Act shall be applicable to the arbitration proceedings invoked under this Clause.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

**For Domestic Transaction valued above Rs. 25 Crores**

a) This Order shall be governed by and interpreted in accordance with the substantive laws of India, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Mumbai shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 ("Act"), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by three arbitrators, wherein each Party shall appoint one arbitrator and the third arbitrator shall be appointed jointly by the two arbitrators so appointed by the Parties and such third arbitrator shall act as the #Presiding Arbitrator# (collectively referred to as "Arbitral Tribunal"). The seat and venue of arbitration shall be Mumbai and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

**For International (Import-based) Transaction valued up to Rs. 10 Crores**

a) This Order shall be governed by and interpreted in accordance with the substantive laws of England and Wales, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Singapore shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to the courts having jurisdiction.

**For International (Import-based) Transaction valued above Rs. 10 Crores and up to Rs. 25 Crores**

a) This Order shall be governed by and interpreted in accordance with the substantive laws of England and Wales, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Singapore shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC Rules), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by sole arbitrator to be appointed with mutual consent of the Parties (referred to as "Arbitral Tribunal"). The seat and venue of arbitration shall be Singapore and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing. The provision pertaining to Expedited Procedure and/or Emergency Arbitration as prescribed under the SIAC Rules shall be applicable to the arbitration proceedings invoked under this Clause.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

**For International (Import-based) Transaction valued above Rs. 25 Crores**

a) This Order shall be governed by and interpreted in accordance with the substantive laws of England and Wales, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Singapore shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC Rules), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by three arbitrators, wherein each Party shall appoint one arbitrator and the third arbitrator shall be appointed jointly by the two arbitrators so appointed by the Parties and such third arbitrator shall act as the #Presiding Arbitrator# (collectively referred to as "Arbitral Tribunal"). The seat and venue of arbitration shall be Singapore and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

28. Entire Understanding: This Order shall supersede and override all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, written or verbal or anything to the contrary

contained in any other documents.

**29. Non-Exclusivity:** The Supplier / Service Provider / Contractor is engaged on a non-exclusive basis. This does not in any way preclude Buyer's right to enter into similar arrangements/ orders/ agreements with any other party as Buyer may deem fit.

**30. Performance of Works for Affiliates/ other Units of the Buyer:** Any Affiliate/ other unit of the Buyer shall be entitled to avail the Supplies / Services from the Supplier / Service Provider / Contractor on the same terms and conditions.

**31. Cost and Expenses:** Each Party will bear its own costs and other expenses in connection with this Order and consummation of the transactions hereunder. All stamp duty, transfer fees and other expenses that may be payable on this GTC and all other deeds, documents or writings to be executed in relation to the Order shall be solely borne and paid by the Supplier/ Service Provider/ Contractor.

**32. Notices and Communications:** Any notice or communication, shall be made in writing in English language and shall be delivered personally or via courier or by registered post or by e-mail at such addresses as provided by the Parties. Any subsequent change in the address of either Party shall be duly communicated to the other Party at the earliest possible instance.

**33. Press Releases and Public Announcements:** No formal or informal public announcement or press release which makes reference to the Buyer and / or the terms and conditions of this Order or any of the matters referred to herein, shall be made or issued by the Service Provider/ Contractor/ Supplier without the prior written approval of the Buyer. If the Service Provider/ Contractor/ Supplier is obliged to make or issue any announcement or press release mentioned in this Clause pursuant to a requirement by law or authority, the Service Provider/ Contractor/ Supplier so obliged shall consult the Buyer as regards the contents of the said announcement or disclosure and take written approval of authorised person of the Buyer, before it is made or issued.

**34. Survival:** Upon expiry or termination of the Order, only the rights and obligations accrued prior to such expiry or termination shall survive. Additionally, stipulations and obligations relating to risk purchase, confidentiality, indemnity, dispute resolution, jurisdiction, governing law, miscellaneous shall remain in full force and survive any termination/ expiry of the Order.

**35. Cumulative Rights:** Notwithstanding anything specifically mentioned in this GTC, all rights and remedies available with the Buyer under this GTC shall be without prejudice to and in addition to any other right and remedies available with the Buyer under law and equity.

#### **SAFETY CLAUSE:**

This Safety Code deals with the precautions to be taken for personnel / equipment safety during contract / construction activities of JSW. This Safety Code is only a guidance of the Contractor, however, the Contractor shall comply with the "Safety & Engineering Practices" as set forth in the Indian Safety Laws, Regulations and ordinances as well as the established safety rules and practices and the Indian Factories Act / Rules, the Indian Electricity Act/Rules, Indian Explosives Act/Rules, E.S.I Act, Workmen Compensation Act, Payment of Wages Act, Contract Labour (Regulation & Abolition) Act and the other relevant rules of the State and of the District where the site of the work is situated. The Contractor shall also follow the concern engineer / officer guidelines for personnel safety given during the work and give first priority to the personnel safety. Responsibility for all mishaps at site arising out of work such as accident / fire or other loss making incident shall be of the Contractors and he has to ensure all safety norms at site.

#### **A. PERSONAL PROTECTIVE EQUIPMENT (PPE):**

**I. Contractor has to ensure following listed PPE as per JSW standard for their workmen working under this contract as per JSW standard which are mandatory to execute the service:**

- a) Safety Helmet (FRP);
- b) Safety Shoes;

- c) Fluorescent Jacket;
- d) Jeans Jacket;
- e) Safety Goggle;
- f) Dust Mask;
- g) Ear Plug;
- h) Hand Gloves;
- i) Safety Belt.

#### B. HIGH RISK SAFETY ACTIVITIES:

Following mandatory safety permissions should be taken during service execution as per nature of work to be carried out:

- i) Permit to Work (PTW).
- ii) Lock Out Tag Out (LOTO).
- iii) Confined Space Entry (CSE).
- iv) Work At Height (WAH).
- v) Use of Scaffolding.
- vi) Excavation work.
- vii) Gas Hazards.
- viii) Hot Zone.
- ix) Third Party Risk.

#### C. Contractor Safety Performance Evaluation:

1. JSW shall carry out Safety Audit as per Safety Performance Evaluation criteria listed below. Contractor must achieve minimum 85% in the Safety Performance Evaluation criteria. Safety Performance Evaluation format shall be issued as when done by JSW. Following details to be mentioned in the Safety Performance Evaluation format.

- i) Contractor Name:
- ii) Work Description & WO No.:
- iii) Department:
- iv) Evaluation Period:

2. Evaluation to be done based on following parameters:

2.1. Number of Incidents (Injury/Fire) recorded against the Contractor:

- a. First aid / Minor Fire Incident: -5 point/case.
- b. MTC, RWC / Medium Fire Incident: -7.5 points / case.
- c. LTI / Major Fire Incident: -20 points / case.
- d. Fatal: Contract Termination.

2.1.1. Score:

2.1.2. Comments:

2.2. Total Number of Violations (Yellow / Red Notice) recorded against the Contractor: Yellow: -5 / notice & Red: -20/notice.

2.2.1. Score:

2.2.2. Comments:

2.3. Number of times penalty imposed: -5 points / penalty D. Apart from the above norms the following Safety Precautions are to be observed by the Contractors.

2.3.1. Score:

2.3.2. Comments:

2.4. Total Number of Road Safety Violations recorded against the Contractor: -1 / violation

2.4.1. Score:

2.4.2. Comments:

2.5. PPE Compliance at Site by the Contractor Workmen: >90%: +10 points, <90%: 0 points

2.5.1. Score:

2.5.2. Comments:

2.6. Deployment of Safety Officers and Supervisors: +10 points

- 2.6.1. Score:
- 2.6.2. Comments:
- 2.7. Competency of the Workmen deployed by the Contractor & Knowledge of Contractor Workmen and Supervisors on High Risk Standards: +20 points.
- 2.7.1. Score:
- 2.7.2. Comments:
- 2.8. Statutory Records (Competent Person Certificates, Medical Certificate, PF, ESI, Insurance) maintained by the Contractor: + 10 points.
- 2.8.1. Score:
- 2.8.2. Comments:
- 2.9. Condition of Equipment, Vehicles, Lifting Tools and Tackles: +10 points.
- 2.9.1. Score:
- 2.9.2. Comments:
- 2.10. Contractor's Participation In Safety Promotional Activities (Safety Skit, Competitions, Celebrations Etc.) : +10 points.
- 2.10.1. Score:
- 2.10.2. Comments:
- 2.11. Housekeeping Maintained by the Contractor at Site: +10 points.
- 2.11.1. Score:
- 2.11.2. Comments:
3. Rating of Contractor shall be as follows based on earned points as per above scores:
- 3.1. <50: 01 star.
- 3.2. 51 # 60: 02 star.
- 3.3. 61-70: 03 star.
- 3.4. 71-75: 04 star.
- 3.5. > 76: 05 star.
- 3.6. Best score shall be 80 points.
4. Above evaluation shall be certified by following authorities:
- 4.1. Section In-charge (Name & Sign);
- 4.2. Area In-charge (Name & Sign);
- 4.3. Safety Dept. (Name & Sign);
- 4.4. HOD (Name & Sign);
- D. Apart from the above norms the following Safety Precautions are to be observed by the Contractors.
- D.1 Contractor should take work permit from the user department and fill the form and approval from the entire agency to avoid any communication gap when the work is to be carried out near the existing facilities and while carrying out interfacing work.
- D.2 The Contractor should deploy all his workmen having proper safety induction training and the new Contract workmen should be deployed at site only after the necessary safety training and getting the training certificate.
- D.3 Contractor should deploy workmen having age 18 years or above.
- D.4 Contractors should provide Personal Protective Equipment as mentioned above.
- D.5 The Contractor should appoint work supervisors at each location while performing the job at company premises.
- D.6 The contractor shall appoint the Safety personal as per the standard given below.
- D.6.1 Role and Responsibilities of Safety Officer (Minimum but not limited to below listed) Duties of Safety Officer as per Factory Act The duties of a Safety officer shall be to advise and assist the management of his own company and principal employer in the fulfilment of its obligations, statutory or otherwise, concerning prevention of personal injuries and maintaining a safe working environment. These duties shall include the following, namely-
- (i) To advise the concerned departments in planning and organizing measures necessary for the effective control of personal injuries;
- (ii) To advise on safety aspects in all site work, and to carry out detailed job safety analysis of selected work;
- (iii) To check and evaluate the effectiveness of the action taken or proposed to be taken to prevent personal injuries;
- (iv) To advise the purchasing and stores departments in ensuring high quality and availability of personal protective equipment;
- (v) To carry out safety inspections of work in order to observe the physical conditions of work and the work

practices and procedures followed by workers and to render advice on measures to be adopted for removing the unsafe physical conditions and preventing unsafe actions by workers;

(vi) To investigate all accidents;

(vii) To investigate the cases of occupational diseases contracted and reportable dangerous occurrences;

(viii) To advice on the maintenance of such records as are necessary relating to accidents, dangerous occurrences and occupational diseases;

(ix) To promote setting up of safety committees and act as advisor and catalyst of such committees;

(x) To organize in association with the concerned departments, campaigns, competitions, contests and other activities which will develop and maintain the interest of the workers in establishing and maintaining safe conditions of

work and procedures;

(xi) To design and conduct either independently or in collaboration with the training department, suitable training and educational programs for the prevention of accidents to workers;

(xii) To frame and train the work force on safety rules and safe working practices in consultation with the various departments or authorities.

(xiii) To supervise and guide in respect of safety precautions to be taken while handling dangerous activities.

#### **D.6.2 Role and Responsibilities of Safety Steward (Minimum but not limited to below listed)**

**Duties of Safety steward:**

**Safety Steward** - The role of the Safety Steward is to participate in the development of measures designed to enhance workplace health and safety. Safety Stewards play a critically important role at the workplace. Safety Stewards conduct worksite inspections, talking to workers and identifying hazards to the employer that require fixing. They engage in accident investigations when an accident takes place. And they participate in the development of and subsequent monitoring of employer initiatives aimed at reducing hazards in the workplace.

The duties of a Safety steward shall also include

(i) To advise the concerned departments in planning and organizing measures necessary for the effective control of personal injuries;

(ii) To advise on safety aspects in all site work, and to carry out detailed job safety analysis of selected work;

(iii) To check and evaluate the effectiveness of the action taken or proposed to be taken to prevent personal injuries;

(iv) To advise the purchasing and stores departments in ensuring high quality and availability of personal protective equipment;

(v) To carry out safety inspections of work in order to observe the physical conditions of work and the work practices and procedures followed by workers and to render advice on measures to be adopted for removing the unsafe

physical conditions and preventing unsafe actions by workers.

(viii) To advice on the maintenance of such records as are necessary relating to accidents, dangerous occurrences and occupational diseases;

(x) To organize in association with the concerned departments, campaigns, competitions, contests and other activities which will develop and maintain the interest of the workers in establishing and maintaining safe conditions of

work and procedures;

(xi) (xii) To frame and train the work force on safety rules and safe working practices in consultation with the various departments or authorities.

(xiii) To supervise and guide in respect of safety precautions to be taken while handling high risk activities.

#### **D.6.3 Safety Officer and Safety Steward Qualification**

i) **Safety Officer:** The safety officer shall have min qualification of B. Sc with Post Diploma in Industrial Safety (PDIS) or min Technical diploma (Polytechnic) with 5 years# experience in Integrated steel plant in operation or in safety field or Tech graduate with 3 years of experience in integrated steel plant operation or safety department.

ii) **Safety Steward-** B.Sc with PDIS with 2 to 3 years# experience Post Diploma in Industrial Safety

#### **D.6.4 Definition of skill level of workmen** The skill level of workmen shall be defined as:

i) **Unskilled Workmen:** One who can perform only "Unskilled Work" meaning by only such work which involves simple operations requiring little or no skill or experience on the job;

ii) **Semiskilled Workmen:** One who can perform work falling under the category of "Semi-skilled Work", meaning by

only such work which involves some degree of skill or competence acquired through experience on the job and which is capable of being performed under the supervision or guidance of a skilled employee and includes supervisory work for unskilled work.

iii) Skilled Workmen: One who can perform work falling under the category of "Skilled Work", meaning by such work which involves skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute and the performance of which calls for initiative and judgement.

iv) Highly Skilled Workmen: One who can perform falling under the category of "Highly Skilled Work" means work which calls for a degree of perfection and full competence in the performance of certain tasks including clerical work

acquired through intensive technical or professional training or practical work experience for certain reasonable period and also requires of an worker to assume full responsibility for the judgement or decision involved in the execution of the tasks

#### D.6.5 Criteria for Deployment:

##### i) Safety Steward

Manpower deployed	No. of Stewards
<20	As per need of department
20 to 50	1
51 to 100	2
101 to 150	3

And so on i.e. one additional safety supervisor for every 50 additional manpower or part thereof.

##### ii) Safety Officer

Manpower deployed	No. of Safety officer
<250	As per need of department
250	1
251 to 500	2

One safety officer at every 250 Manpower of part thereof.

#### D.6.6 Safety Steward and Safety Officer for manpower less than 20.

a) For such contracts involving less than 20 manpower, the department ' bid negotiation team' has to specifically mention the need of the safety steward (s).

b) For manpower less than 250 the requirement of safety officer(s), if any, shall be mentioned in JSA sheet and same has to be explained to contractor and signed by the contractor concerned prior to submit the TR to commercial.

D.6.7 Clarification: Manpower referred above is cumulative of all contracts running concurrently at Dolvi Location.

D.7 The Contractor should always use Good conditioned equipment like Welding lead, Dial - gauge, Hose pipe, Electrode holder, welding machine, lifting tools and tackles, sling, extension cord, plugs etc. for the job.

D.8 The Contractor should use industrial gas cylinders and BIS marked valves only and follow all Gas Cylinder rules and regulations.

D.9 Contractor should ensure use of Double Lanyard Full body harness with 1.5-meter length lanyard and safety life line as per job requirement, while working at heights.

D.10 The Contractor should get it done the Pre- employment medical examination of all its employees from a certified surgeon.

D.11 The Contractor must also get the medical examination of such workmen who shall work at heights, prior to deputing them for working at height.

D.12 The Contractor must ensure that when any of his workmen goes up or comes down the places at height like Roof Trusses, Columns, EOT Cranes, Girders and other structures, he should not cross or approach any electrical live line,

crane bus bar, or any such installation and equipment. While working for at these places in the plant, he must take the necessary work permit from the concerned authorities of that area.

D.13 No work is to be carried out while Company's employees working below OR over Gangways & Roads unless all precaution are taken to ensure the safety of persons and property.

D.14 The Contractor has to ensure that his workmen do not operate company's crane, hoist & Lifts, or Vehicle without permission from competent authorities in the running plant.

D.15 While handling Chemicals, the Contractor, its supervisor and/or workmen must read & strictly follow the safety instructions as written in material safety data sheet.

D.16 All the electrical tools to be used by the Contractor should be BIS mark with proper insulation.

D.17 Special care must be taken while connecting or disconnecting electrical hand tools in plug socket of electrical points. The Contractor must not use tools having damage plug and defective extension cords. Adequate earthing



connection on equipment should be ensured by the contractor, while using electrical energy for his equipment, because earthing connection protects the user from electric shocks. It is essential to install suitable earthing connection to the body of electrical hand tools/Appliances/ Welding sets etc. and Electrical Circuit Breakers.

D.18 The Tie rods, Wire ropes, Wire Slings, Chains, etc. which are to be used for holding/lifting of any material should be of adequate capacity and should be tested regularly for its condition and life. The Contractor must have the

valid test certificates of lifting tools and tackles and produce to JSW officers on demand.

D.19 To ensure safe operation of heavy machineries like crane, earth moving equipment etc., contractor has to ensure following statutory approvals by the competent authorities for all such equipment operating in the premises of JSW:

D.19.1 Valid RTO registration (wherever applicable) including fitness certificate.

D.19.2 Valid insurance documents.

D.19.3 Test certificate (Form no.11) for all lifting machineries irrespective of capacity / model / make of the equipment.

D.19.4 Valid Driving / Operating license per the category of equipment.

D.19.5 All Transport vehicles including goods carriers should have a valid Registration, Insurance & PUC (Pollution under Control) Certificate and the driver must have the valid driving license.

D.20 The transport vehicle should be in good condition and speed of the vehicle should be maintained as per company norms.

D.21 Every goods carriage carrying goods of dangerous or hazardous nature to human life shall be fitted with a spark arrestor.

D.22 Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the precaution necessary, for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while

the goods carriage is in motion and when it is not being driven, he shall ensure that the goods carriage is parked in a place which is safe from fire explosion and any other risk and is at all times under the control and supervision of himself or some other competent person above the age of eighteen years. At the parking, the driver must ensure that parking brake has been applied.

D.23 The Parking Light, Brake Light, Rear & Front Lights and Horn must be in working condition all the times.

D.24 No person shall smoke in any installation, storage shed or service stations save in places specially authorized by the licensing authority for the purpose.

D.25 No person shall carry matches, fuses or other appliances capable of producing ignition or explosion in any installation or storage shed which is used for the storage of petroleum.

D.26 No Contractor and his Supervisor or his workmen is to use any chemical drum, paints, thinner or any explosive chemicals and materials to avoid any Fire & Explosion for any work inside JSW.

D.27 The Contractor has to ensure that his workmen shall only use company's electrical power and compressed air for any purpose with consent of competent authorities.

D.28 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Fire and Safety Professional, engineer-in-charge of the department of their representatives.

D.29 The Contractor shall take all safety precautions and provide adequate supervision in order to do the job safely and without damage to equipment.

D.30 The contracting department would take necessary shutdowns wherever there are hazards of gases, electricity, moving machinery etc. The Contractor shall ensure that the shutdown/ clearance are taken before sending workers in such locations.

D.31 Operation inside the factory will be the subject to monitoring by the Safety Committee coordinator and Fire & Safety team. They are empowered to stop any work or process if found being undertaken in a hazardous manner.

D.32 In case of any accident occurred at the site, the Contractor must provide all the information about the accident to the concerned authorities.

D.33 All gas cutting sets must be provided with flash back arrestors and all welding machines must be equipped with ELCBs of proper ratings.

D.34 Workmen while moving at heights from one work place to other work place such as walking along the rafters. Roof beams etc the provision of life line to be made and diligently used to protect them from falling.

D.35 While climbing columns the workmen must have safety belts fixed to fall arrestor to prevent falling.

D.36 All step rods must be properly welded to ensure safe climbing.

D.37 Hydra is not allowed.

**D.38 The Contractor must strictly observe all safety rules and regulations issued by the company from time to time and enforce such observance on the part of employees. Non observation of any such safety rules and regulations by Contractor or his employee shall render the Contractor liable irrespective of any other law and rules for the time being in force to penalty as indicated below:**

- D.38.1 First Offence/Non Compliance: Cash fine of Rs. 500/-;**
- D.38.2 Second Offence/Non Compliance: Cash fine of Rs. 1,000/-;**
- D.38.3 Third Offence/Non Compliance: Cash fine of Rs. 10,000/-;**
- D.38.4 After third Offence/Non Compliance: Removal of the Contractor from the company's approved Vendor List.**
- D.38.5 Any Accident: Cash Fine of Rs. 1,00,000/- per accident;**
- D.38.6 Fatal Accident: Cash Fine of Rs. 10,00,000/- per fatality;**
- D.38.7 In case of second incident of Fatal Accident, the Contract may be terminated and the Contractor would be removed from the approved Vendor List.**
- D.39 The following work shall be performed as per the standard norms and practices and also as per the JSW Safety Code of Conduct for Contractors: -**
- D.39.1 All types of Electrical work # All types of Civil works;**
- D.39.2 All types of Construction Works;**
- D.39.3 All types of Refractory work;**
- D.39.4 All types of Structural Fabrication & Erection works;**
- D.39.5 All types of Equipment & Machine Installation works;**
- D.39.6 Installation & Maintenance works of Air Conditioners;**
- D.39.7 All types of Material Handling works;**
- D.39.8 All types of loading & unloading of material and equipment;**
- D.39.9 All types of Transportation for equipment & materials;**
- D.39.10 All types of Vehicle deployment and their movement;**
- D.39.11 All types of Painting and Slag Blasting;**
- D.39.12 All types of Sheetting & Roofing works;**
- D.39.13 All types of Dumping, filling and stacking;**
- D.39.14 All types of Scaffolding, Gangway Ladders;**
- D.39.15 All types of Water Proofing;**
- D.39.16 Riveting and bolting;**
- D.39.17 Welding and Gas Cutting;**
- D.39.18 Any other Maintenance Job;**

**SOP TO BE FOLLOWED BY CONTRACTOR FOR HR REQUIREMENT:**

Based on the provision of various laws applicable to contract labour, contractor is required to ensure below statutory requirements pertaining to labour legislation on or during the contract work:

- 1. Contractor who is employing 20 or more workmen is required to have valid labour license under Contract Labour Act issued in his name by the competent authority.**
- 2. Any change in the particulars of contractor / contract labour specified in the certificate of registration viz name and address of contractor, nature of work in which contract labour is employed, maximum no. of contract labour employed on any day by contractor and estimated / actual date of termination of employment of contract labour shall be intimated by the concerned contractor to management to enable them to inform ALC Panel accordingly.**
- 3. The rates of wages payable to the workmen by the contractor shall not be less than minimum rates of wages fixed under the Minimum Wage Act.**
- 4. Payment should be made on or before 10th of every month.**
- 5. Contractor engaging contract labour has to pay HRA @ 5% of Basic Wage + DA or else make arrangement for stay of his labour.**
- 6. Contractors are required to maintain below records and registers which come under the provision of Contract labour Act, 1970:**

- a) Muster Roll.
- b) Register of wages.
- c) Register of deductions.
- d) Register of Overtime.
- e) Register of Fines.
- f) Register of advances.
- g) Identity Card etc.

7. All contractual employees engaged by the contractors are required to be covered under the Workmen Compensation Policy obtained by the contractors from reputed insurance agencies viz:

- a) New India assurance company
- b) Oriental India insurance company
- c) United India insurance company
- d) National insurance company limited
- e) Bajaj Allianz general insurance company ltd etc.

8. Preference should be given to those contractors whose establishments are covered under various laws and have their own codes viz:

- a) Provident Fund Act.
- b) Labour Welfare Fund.

9. New Contractor must send their name immediately to us to ensure that notification has sent to competent authority for incorporating the details of contractor in registration certificate while awarding work to the new contractors.

10. Contractors are to maintain leave with wages register as per provisions of factories act. Alternatively, contractors can also pay amount in lieu of leave with wages standing to the credit of entitled contract labours at the end of calendar year.

11. Contractors are liable to pay bonus to eligible contract labours as per the provisions of Bonus Act.

12. Contractor who is employing 5 or more inter # state migrant workmen is required to have valid labour license under Inter State Migrant Workmen Act issued in his name by the competent authority.

13. Contractor engaging Sub # Contractor shall comply with the clauses of Purchase Order(PO) and the engaged sub-contractor shall comply with the provisions as applicable to him under various labour statutes.

14. Please contact below persons from our HR Department in case of any assistance in above matters/compliances.

- a) Mr. Yogesh Mohta  
Cell No: +91 9917211100  
E mail id- yogesh.mohta@jsw.in