

PURCHASE ORDER

Vendor Code :- C454
CONNECTIVITY IT SOLUTIONS PVT. LTD.
#1877
Bangalore
Karnataka
Pin Code: 560070
India
E-Mail :- meenakshi@connectivitysolutions.in
Phone No :- 9830825152
Fax No. :-
Quotation :- 001463 /06.01.2022

Order No. :- 2100661219/121
Order Date :- 07.01.2022
Release Date :- 07.01.2022
Contact Person :- Gourav Goyal
E-Mail :- GOURAV.GOYAL@TATASTEEL.COM
Phone No :-
Fax No :-
Collective No :- 921103277
Validity Start Date :- 07.01.2022
Validity End Date :- 06.01.2023

Please deliver/execute the following goods/services according to the terms ,conditions and instructions as specified herewith.Please acknowledge this order.

Item No. :- 00010 Total Qty :- 2.000NOS
Gross Price :- 38,000.00 INR Per1 NOS
Cost Center :- 29170(IT(Steel))
Requisitioner:- SJ2260(SJ2260Platform userid)
Material Number :- 5445A0177 All CGST-SGST/IGST @ 18% Creditable
Critical Spare :-
Material Desc :- SOFTWARE;CRISTIE BARE METAL RECOVERY FO
Material Group :- 212
Material Group Desc :- COMPUTER & ACCESS.

Detail Description

Short text:
SOFTWARE;CRISTIE BARE METAL RECOVERY FO

Long Text:
PUBLISHER:CRISTIE
PRODUCTS:CRISTIE BARE METAL RECOVERY FO
LICENSE METRIC:PERPETUAL
LICENSE CATEGORY:Enterprise
VERSION:LATEST
SPECIAL FEATURES:PER SERVER LICENSE

Additional UMC Text:
PUBLISHER * Cristie
PRODUCTS * Cristie Bare Metal Recovery For LINUX
LICENSE METRIC * Perpetual
LICENSE CATEGORY * Enterprise
VERSION * Latest
SPECIAL FEATURES * Per Server License

Item Details

Item text :
GST No of Jharkhand 20AACT2803M2Z0 Service Location- Jamshedpur
CBMR License for LINUX (New license) Name of Recipient - Sangeet
a Soni Contact No-9263187457 Service Period: 1year Memo Approv
all: Brajesh Sinha Memo Approval2: Sangeeta Soni SES Approval : Amit
Roy Chowdhury Technical Contact Person details - Sangeeta Soni
Contact No-9263187457

Shopping Cart No = 1002707383

Delivery date Day 21.01.2022
Delivery Quantity 2.000 NOS
Unloading Point : General Storage

Item Charges

Gross Price	38,000.000	INR	76,000.000	INR
IN: Integrated GST	18.000	%	13,680.000	INR

			89,680.000	INR

Delivery Terms : Door Delivery
For each unloading point you need to give separate challans.

Payment Term : 100% within 45 days of stfy rcpt of Material

Total Order Value : 89,680.00 INR
Collection Centre :

Timely delivery & correct quality is the essence of this order. Tata Steel reserves the right to impose suitable penalty wrt late delivery if any.

Liquidated Damages for Delay in Delivery:

Tata Steel shall recover liquidated damages from the supplier for any delay in delivery of the Equipment/items beyond the stipulated delivery period at the rate of minimum half(1/2%) per cent of the order value (where delay has taken place) per week of delay or part there of, subject to a maximum of five(5%) percent of the total order value. Pls note the LD deduction is an automated irrevocable process.

SPECIAL INSTRUCTION TO VENDOR:

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Applicability of GST

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Taxes and Duties:

1. General: For the purposes of this clause the following expressions shall have the following meanings:

(i) GST- means any tax imposed on the supply of goods or services which is imposed or assessed under GST Law.

(ii) GST Law- means The Central Goods and Services Tax Act, 2017, The Integrated Goods and Services Tax Act, 2017, The Union Territory Goods and Services Tax Act, 2017, The Goods and Services Tax (Compensations to States) Act, 2017, The State Goods and Service Tax Laws of the respective states as amended from time to time and rules, notifications, circulars etc made thereunder which provides for tax on the supply of goods and/or services which become operative in respect of the provisions of this Agreement/Order.

2. Price exclusive of GST: All amounts payable under or in connection with this Agreement/Order are exclusive of GST unless indicated otherwise and any statutory duties or taxes (including GST), as applicable on the supply shall be paid separately over and above the agreed price/ consideration.

Variation in GST Law, Delay and Documentary Evidence: Any statutory

variation in GST if applicable and specified in this Agreement/ Order, or the introduction of new duties, levies or taxes from the date of execution of the Agreement or acceptance of the Order, as the case may be, till the scheduled date for completion of the work/ delivery of the goods which includes defect liability period/ warranty period if any and limited to direct invoices of the Contractor/ Supplier / Vendor shall be to the account of Tata Steel, provided that the Contractor/ Supplier / Vendor provides the necessary documentary evidence / supporting by way of gazetted notifications etc. to prove the change in such levies or taxes between the date of execution of the Agreement or acceptance of the Order and the scheduled date of completion of work/ delivery of the goods which include defect liability period/ warranty period if any to claim the difference and the Contractor / Supplier / Vendor ensures that he is fully complied with the GST Law to enable Tata Steel to avail entire Input tax credit.

3. Price inclusive of GST: In the event Price is inclusive of taxes and duties, the taxes and duties (including GST) as applicable on the supply shall be charged separately in the tax invoice and the Contractor / Supplier / Vendor shall comply with all the requirements under GST Law, to ensure timely receipt of input tax credit benefit of the taxes charged by him on his outward supplies to TSL and any statutory variation in GST if applicable and specified in this Contract, or the introduction of new duties, levies or taxes from the date of execution of the Agreement or acceptance of the Order, as the case may be, till the scheduled date for completion of the work/ delivery of the goods which include defect liability period/ warranty period if any if any and limited to direct invoices of the Contractor / Supplier / Vendor shall be to the account of Contractor / Supplier / Vendor only.

4. Reimbursement of GST: In case GST are payable on reimbursement model, GST shall be reimbursed by Tata Steel at actual to the Contractor / Supplier / Vendor against documentary evidence of payment of GST submitted by the Contractor / Supplier / Vendor subject to a maximum amount indicated separately in the order elsewhere (wherever applicable). In other cases, GST shall be paid along with Invoice payment subject to a maximum amount indicated separately in the order elsewhere (wherever applicable) and the Contractor / Supplier / Vendor shall submit proof of submission of GST as per provision of GST Law as and when demanded by Tata Steel.

5. Compliance of GST Law: It shall be responsibility of the Contractor / Supplier / Vendor to comply with all the requirements prescribed in the GST Law as may be applicable in respect of the activities/ supply made by them under this Agreement/ Order to enable TSL to avail entire input tax credit on timely basis. It is the responsibility of the Contractor / Supplier / Vendor to comply with the following key indicative compliance requirements, failing which the Contractor / Supplier / Vendor shall be responsible of any loss of tax credit or any other cost including interest, penalty, etc that may levied or recovered from Tata Steel:

(i) The Contractor / Supplier / Vendor shall issue a proper tax invoice containing all the particulars as prescribed in the GST Invoice Rules with the correct GSTIN of the relevant location/ unit of the Vendor;

In case your aggregate turnover (at PAN level) in a financial year has exceeded the threshold limit as prescribed under E-Invoicing Provision as per GST law, you shall mandatorily issue an E-Invoice compliant with

GST law, for all such supplies of goods/services made by you in accordance with GST law. Any other form of invoice/ document shall be treated as an invalid invoice/document and we shall not be liable to make payment to you. In such case you will not have any claim for delayed payment and in addition you shall indemnify and hold harmless TATA Steel Ltd., its directors, officers and employees and compensate for any loss, damages etc including loss of Input Tax Credit of GST including any interest/penalty or associated cost that is occurred or caused due to your acts, omissions or commissions arising out of failure on your part to issue an E-Invoice.

- (ii) The Contractor / Supplier / Vendor shall deposit the GST amount due to the Government on a timely basis;
- (iii) The Contractor / Supplier / Vendor shall file the periodic statements / returns as per the provisions of GST Law on a timely basis and include therein details of all the invoices raised during the relevant month under the present Agreement/ Order;
- (iv) The Contractor / Supplier / Vendor shall support Tata Steel on a best effort and timely basis to sort out the discrepancies communicated by GSTIN, if any.

6. Advance payment: In case any advance is paid under this Agreement/ Order and GST on advance to be paid by Vendor, the GST payable in respect of advance payment shall be paid by the Contractor / Supplier / Vendor and shall not be recovered separately.

The total GST amount will be payable by Tata Steel, as per the terms of this agreement, only after the entire supply has been made and valid tax invoice has been issued. In case any advance is paid under this Agreement/ Order and GST on advance is additionally paid by Tata Steel, the GST payable in respect of advance payment may be collected by the Contractor / Supplier / Vendor from Tata Steel in addition to the amount of advance, subject to providing appropriate documentary proof that GST on advance has been paid by the Contractor / Supplier / Vendor.

The Contractor / Supplier / Vendor shall issue GST Law compliant receipt voucher in case any advance is paid to him and shall issue GST Law compliant refund voucher in case the advance amount is refunded to Tata Steel, within the timelines under the GST law.

7. Reverse Charge: In case of goods/ services supplied by vendors attracts taxation under reverse charge mechanism the vendor should not charge any tax in the invoice under forward charge mechanism. In case vendor inadvertently charges any tax in his/her invoice reimbursement of same shall not be done by Tata Steel Ltd.

8. Indemnity: Contractor / Supplier / Vendor agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist Tata Steel to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement/ Order or in respect of any supply under this Agreement/ Order. If the input tax credit cannot be availed by Tata Steel and/or if the input tax credit availed is denied on the basis of such invoice or any acts, commission or omission of the Contractor / Supplier / Vendor, then Contractor / Supplier / Vendor indemnify Tata Steel and its officer(s) with respect to any or all liabilities, claims, demands, costs, charges, expenses, taxes and assessments, including penalties i.e., interest and penalty on Tata Steel and its officer(s), punitive and direct damages, proceedings,

attorney's fees and litigation expenses.

9. Transition to GST: Contractor / Supplier / Vendor shall support Tata Steel on various aspects to comply with the transition provisions under GST Law. Contractor / Supplier / Vendor shall also take reasonable steps to assist Tata Steel in identifying the tax benefits or refunds as the case may be, that may accrue on stocks, credits, taxes, etc on the GST Implementation date and pass-on the same to TSL

10. Anti-profiteering: As per the provisions of the GST Law the vendor should pass any savings realised by them on account of the reduction in the effective tax rate and increase in the tax credit in GST regime as compared to pre GST regime to Tata Steel Ltd.

It is mandatory for all vendors to comply with SA8000 norms as per the checklist submitted by you to us. Non compliance of the same detected at any point of time will lead to cancellation of the order or any other action or both as deemed fit by Tata Steel.

Vehicles having age more than 15 years would not be allowed inside the plant. Hence all suppliers/contractors & transporters are requested to take note of this & ensure that this is strictly followed as security will not allow over age vehicles effective from these dates.

For Orders where Material Receipt is being done at Receiving Section of SMD (Supply Management Department) the following instructions should be followed:-

All transporters/owners/vendors/suppliers should install fail safe brake system in all their Heavy Vehicles and should incorporate safety features like Three Piece Mirror, Run Over Protection side guard in all vehicles for removing helper from the vehicles.

Wearing of seat belts by people sitting in the cabin is mandatory for all heavy vehicles. If any heavy vehicle is found plying inside Steel Works without seat belts and / or persons found not using seat belts, it will be treated as road safety violation and consequent management will be applicable against your firm.

In case your unit/firm/undertaking is a micro, small or medium enterprise as defined under the Micro, Small and Medium Enterprise Development Act 2006 and a memorandum as specified under the said Act has been filed by you, a copy of such memorandum should be submitted to Vendor Management Cell at Procurement Division, Jamshedpur within 15 days of receipt of this order. This clause may please be ignored if it is inapplicable to you.

1. All types of four wheeled vehicles / cars shall have commercial registration.

2. Model of the vehicles / cars shall not be older than five years at any point of time and shall comply with Bharat III norms.

3. Apart from observing the standard safety norms of Tata Steel, the below mentioned norms shall also be followed :

Drivers shall wear leather shoes and shall follow the traffic and speed limit rules of inside works premises.

Vehicles / cars shall be provided with back and side view mirrors and seat belts in the front as well as at the back seats. All passengers shall tie the seat belts while travelling in the vehicles / cars.

Vehicles / cars shall possess tool kits, jack, Stepney, first aid box and an umbrella.

4. Drivers shall possess all valid documents while driving the vehicles / cars such as driving licence, owner book, tax token, insurance, road permit, pollution certificate etc.

5. Drivers shall keep safety cards, issued by Safety Department of Tata Steel, for self and vehicles.

STANDARD CLAUSES FOR SUPPLY OF EQUIPMENT/ITEMS

Definitions

'Purchaser' means Tata Steel Limited, who awards the supply order to Supplier and shall include its directors, employees, successors, engineers, agents or any of them.

'Supplier' means the vendor / supplier who is registered with the Purchaser for supplying of the equipment/spares and other materials under this Purchase Order / Contract and includes its directors, employees, successors, engineers, agents or any of them.

'Engineer' means any Consultant engaged and authorized by Employer to supervise the job or instruct the Supplier to execute the job.

'Goods' means any material mentioned in the order. It includes equipment, spares, consumables, raw materials and other hardware/software articles.

'Order' means Purchase order or Work Order or value contract issued by the Purchase from time to time for supply of the materials by supplier within a specified time period and in pursuance to the other special terms and conditions mentioned therein.

1. Order Date

The Order Release Date mentioned in the Order is the Order Date.

2. Pricing type

2.1 The prices indicated are for Door Delivery, Supply Management Department, Tata Steel Works, Jamshedpur basis (unless otherwise specified in the order), properly packed, by road transport. For locations other than Steel Works, the destination will be as specified in the order.

2.2 The prices indicated shall remain fixed, firm and binding (unless otherwise specifically indicated elsewhere in the order) till completion of delivery of all equipment/goods.

2.3 The Supplier shall be solely responsible and liable for his wrong assumptions/omissions/consideration, if any, and shall inclusive of all-applicable taxes and duties in the order price. In addition to above, taxes and duties, if any, which are prevailing on the date of issuance of order, as the case may be, but not considered by the Supplier in the order price, shall be borne and paid for by the Supplier.

3. Freight charges:

If not mentioned otherwise, the transportation will be arranged by the supplier. Freight will be payable at actual, or as per the order condition, whichever is lower, against submission of documentary evidence, in such case the order shall specifically mention the same.

4. Transit Risk Responsibility

Materials need not be insured at Purchaser's cost unless specifically agreed to in the Order. However, The Supplier shall be responsible for safe arrival of the goods at its final destination in good condition and without any loss or damage until the same is actually delivered to and received by the Purchaser. If, on inspection at the final destination, the Purchaser discovers any loss in the goods supplied or that goods are received in damaged condition or that, in the opinion of the Purchaser, the goods do not comply with the ordered quantity or specification, the Purchaser, notwithstanding that the title of the goods shall have passed on to the Purchaser, shall be entitled to refuse acceptance of the goods or reject it altogether and claim damage or cancel the Order and shall be at liberty to buy Purchaser's requirements from any other supplier of his choice and recover the loss, if any, from the Supplier.

Accordingly, the Supplier shall at his cost, if considered necessary by him, arrange transit insurance with All Risks cover including SRCC

(strike, riots and civil commotion) for inland transit. The risk/title and ownership of goods shall remain with the Supplier till the Equipment/items and materials are received by the Purchaser at destination as per the order, in satisfactory condition. Material receiving confirmation will be given through SMS facility. The SMS will be given to the transporter who is coming to deliver the material at warehouse.

Once informed about the rejected material, it is the supplier's responsibility to lift the material from the Tata steel point of operation/storage within 30 days# time period. Post this time the vendor cannot claim the material which has got rejected and Tata steel has every right to remove this from its rejected inventory and scrap the material. The payment made against the material supplied (if any) will also be recovered from the supplier.

5. Excise Duty & Education Cess:

5.1 Excise duty & Education Cess & Secondary higher education cess payable against each item is indicated against the item in the item charges in the order. Excise Duty and education cess & Secondary higher education cess are payable by the Purchaser at actual to the Supplier against documentary evidence to be submitted by the Supplier subject to a maximum amount indicated separately in the Order elsewhere (wherever applicable).

5.2 In case of excisable goods, the Supplier will provide central Excise Invoice as statutorily prescribed so that the Purchaser can avail the benefit of CENVAT Credit where ever applicable. If the CENVAT credit cannot be availed by us and/or if the credit availed on the basis of such invoice is denied, then supplier shall be responsible for compensating us with respect to the amount of excise duty as well as any consequential charges, i.e., interest and penalty.

If the party has not submitted the proper excise invoice then payment will be made after deducting the service tax and cess amount.

5.3 The Supplier shall ensure his compliance to following conditions:

A) Excise invoice should be raised order-wise/item-wise/excise chapter heading wise.
B) Supplier shall take full responsibility for correct declaration of excise tariff heading/sub-heading and Cenvatability of it.
C) All supplies by the Supplier or sub-supplier shall be made under excise invoice. Suppliers excise invoice as well as commercial invoice must contain the Excise Duty and Sales Tax amounts separately as paid by Supplier/ sub-supplier. Supplies shall be made under Excise Gate Pass/Invoice/Challan/consignment note.

D) Transporter's copy of the Excise Invoice shall be handed over to PURCHASER's the receiving agency, as the case may be, at the time of delivery of goods for the purpose of availing CENVAT benefit.

E) Supplier/ sub-supplier will indicate in the excise invoice the item serial number/material number of Purchase Order to enable receiving agency of PURCHASER to identify the items against order placed. The Supplier will also include this stipulation in his orders on sub-suppliers.

F) For all despatch of excisable goods by the Supplier/sub-suppliers, the name of the consignee on the Excise Invoice/Challan shall be "Tata Steel Ltd, Jamshedpur, account #####.. (name of the Supplier)". Invoices for claim of payments must be raised only by the Supplier.

G) Notwithstanding to the above compliance the supplier shall maintain and comply with all other excise formalities as statutorily required from time to time.

In the event of Purchaser's inability to avail CENVAT benefit against

excise duty & Cess, claimed by the Supplier, on account of submission of incorrect excise duty invoice, or in case the actual CENVAT benefit passed on to Purchaser is less than the minimum declared by the Supplier, the Purchaser shall not pay such excise duty & Cess plus the applicable taxes on the aforesaid excise element & cess claimed in the invoice. In addition, the Purchaser also reserves the right to recover from the Supplier's dues, the excise duty & Cess amount plus the applicable taxes on the aforesaid excise element, in case such amount has already been paid to the Supplier.

H) The Supplier will incorporate the following details in the excise invoice raised by him:

I) ECC Code of the Tata Steel, Jamshedpur : AAACT2803MXM002

II) Name & address of the : Tata Steel Limited
Purchaser Jamshedpur 831001

III) Central Excise Range: Tata Steel Ltd. Range I/II,
Tata Steel ,General Office Campus
Jamshedpur 831001

IV) Central Excise Division :Division-I, 5, E-Road
Bistupur,
Jamshedpur 831001

V) Central Excise : 143, New Baradwari,
Commissioner Sakchi, Jamshedpur 831001

VI) Central Excise
Registration No. : AAACT2803MXM002

VII) Registration No. or
G.I.R. No. : BMY/DY.COMM., SPL. Range 13

VIII) TIN No. : 20251001839

IX) Central Sales Tax No. : JU-1-C

X) PAN no : AAACT2803M

In addition to the above, please indicate Supplier's E.C.C. code number.

6. Sales tax.

6.1 The supplier shall follow all the statutory provision of the Jharkhand VAT Act, 2005 so that the Purchaser can avail the benefit of Input Tax Credit (ITC) where ever applicable. The supplier shall also issue form JVAT 404 against supply made by them on yearly basis.

In case of inter state purchase under CST Act. 'C" form shall be issued under CST Act/Rules only when concessional rate of tax under CST has been availed by the company.

C Form : The Supplier shall submit an application indicating relevant details to bills@tatasteel.com on quarterly basis for obtaining 'C' form .

6.2 Entry Tax (if applicable) shall be paid by the purchaser.

7. Terms of Delivery:

The delivery of goods shall mean delivered in good condition, duly packed and freight prepaid by the Supplier, Door Delivery, Supply Management Department, Tata Steel Works, Jamshedpur basis (unless otherwise specified in the order). For locations other than Steel Works, the destination will be as specified in the order.

8. Road permit:

The supplier shall approach for issue of road permit, along with details required to issue the road permit, at least 21 days prior to dispatch date. For road permit please generate your request in e -procurement site of Tata Steel. The details of training module for generation of road permit request is available at e-Procurement site of Tata Steel. For any further clarification please send your mail to road.permit@tatasteel.com (Tel No 06572644280) Contact Person Mr.Gopal Rao/ procure@tatasteel.com /Ph no 06576644466, 2427139.

The reconciliation statement on utilisation of Road Permits shall be attached with the request for fresh road permit. In case Road Permits are not reconciled, no further Road Permits shall be issued to the Supplier.

The number of Road Permits, if any, to be issued by the Purchaser to the Supplier depending upon the availability and on request, shall be kept minimum to the extent possible and the Supplier shall ensure that the Road Permits issued to him are utilised to cover his total scope of supply.

One copy of Road Permit (original or duplicate) issued by the Purchaser as well as unused road permit, if any, must be surrendered by the Supplier/his authorised representative at the point of delivery of Equipment and materials to the Purchaser at the receiving station, otherwise all payments of the Supplier shall be held-up.

The Supplier shall be responsible and liable for any loss of Road Permits issued to him. In the event of loss of Road Permits, the Supplier shall immediately lodge a F.I.R. in the nearest police station and publish the information in local newspaper(One in English and other in local language). The Supplier shall submit to the Purchaser one copy each of the F.I.R. filed and the newspaper publication. Unless this is done with respect to lost Road Permits, no fresh Road Permit shall be issued to the Supplier.

In the event of Supplier's non-compliance of Tata Steel's procedure for reconciliation of Road Permits, the Purchaser shall recover, from the pending bills of the Supplier, penalty as per Tata Steel's prevailing practice.

SUPPLIER shall compensate the PURCHASER for any LOSS, COST, DAMAGE , PENALTY suffered by the purchaser on account of loss of road permit/and non submission of required documents the demand levied by the Commercial Tax Department on the PURCHASER .Supplier authorises the Purchaser to recover the said amount of loss (any amount demanded by the Commercial Tax Department including penalty etc), damage from the pending bills of the Supplier. The Supplier undertakes to pay the Purchaser the same amount as indicated above by a cheque/demand draft in case no amount can be recovered from the pending bills of the Supplier.

9. Terms of Payment:

Payment terms shall be as stipulated in the contract/purchase order.

10. Submission of Bills:

Bills/Invoices must be prepared exactly as per the Order indicating the Item Nos. as given in the Order.

The Supplier must indicate in their invoice the following;

- " "TAX INVOICE" must be printed on every original invoice.
- " Supplier's TIN Number
- " Tax Invoice serial number
- " Tata Steel's TIN number (20251001839)
- " VAT amount must be separately mentioned in the invoice
- " Material description shall be clear and legible as per the order.
- " Purchase order no. item/material no. and material description.
- " PAN no.

11. Warranty/Guarantee period:

11.1 Unless indicated otherwise, Warranty/Guarantee period shall be

twelve (12) months from the date of commissioning/use or eighteen (18) months from the date of receipt, whichever is earlier. However, for any "Generic defects" supplier will be responsible even after warranty/guarantee period.

11.2 During the warranty/guarantee period, the Supplier shall, at his own expense, upon written demand by the Purchaser, promptly repair or replace at the plant site, free of cost to Purchaser, any part(s) constituting the plant:

- A) which may not comply with Technical specifications and the representations and warranties set forth in the General Conditions of Contract, or
- B) which may be of defective or incorrect design, or
- C) which under normal and proper use and maintenance proves defective in workmanship or materials or deficient in performance, subject to normal wear and tear.

12. Delivery In the event of any variance between the delivery dates indicated against the Item and the date calculated based on completion period given in the Text of the Order, the date calculated based on the completion period given in Text shall be binding for all contractual purposes.

Timely delivery is the essence of the contract/order and should be made as per the schedule specified in the order. If any quantities for the same material are outstanding against any previous order(s) at lower rates, the same should be executed completely prior to execution of new order with higher rate. The supplier shall be responsible for completion of previous orders.

13. Supplies against Value Contracts & Scheduling Agreements

" Value contract is a contract with a ceiling value and validity period. The deliveries are not to be made against the contract.

Purchaser shall release the Delivery Order (with specific quantity and delivery schedule), within the validity period of the contract. The Supplier shall deliver the goods as per the Delivery Order.

" Scheduling Agreement is a contract for a given period with item-wise tentative quantities to be consumed during the validity of the contract.

The deliveries are not to be made against the agreement. The Supplier shall deliver the goods against the Schedule Lines with firm quantity and delivery schedule released by the Purchaser.

" Prices shall remain firm till the validity of contract/agreement, unless otherwise specified in the order.

" Material against a Contract or Scheduling agreement shall be supplied only on receipt of a Release Order (RO) or Schedule Line.

14. Risk Purchase: Materials must be delivered as per the delivery schedule indicated, failing

which Purchaser reserves the right to cancel the order and procure materials from alternate suppliers and recover loss, if any, from the supplier from any outstanding sums that may be due from Tata Steel to the supplier against any of the orders/agreements entered into with the supplier.

15. Timely delivery:

Timely delivery & correct quality is the essence of this order. Tata Steel reserves the right to impose suitable penalty wrt late delivery if any.

16. Markings:

Marking in English block letters shall be clearly stenciled on the packages with good quality non-fading paint in characters sufficiently large as the size of the package will permit.

One and the same set of marking should appear on all four sides of the packages. No marking need be made on top and bottom. The following

markings shall appear prominently on all the four sides of the packages.

Each consignment must relate to one purchase order only and for each package a separate set of challans must be submitted.

Packing of materials against more than one order in a case should be done in a manner that the material against each order should be separately packed, marked and listed on separate challans for easy identification.

All packages should be visibly marked on the outside in bold letters with the following for easy identification. The same should be mentioned in the challan(s) as well:

TATA STEEL LTD.,

#####.. (Description of Equipment/item)

JAMSHEDPUR,

Jharkhand, India

Purchase Order No., dated ####..

Material numbers

Unloading Point

Expiry Date (wherever applicable)

Material Safety Data Sheet (wherever applicable)

Brief Description :

Underneath the above main markings, other particulars as under, relevant to the order should be marked on the packages in smaller letters:

Length Width

Height

Net weight Gross weight

Apart from the above markings, cautionary symbols, such as "FRAGILE" "HANDLE WITH CARE" "DO NOT DROP" "KEEP IN DRY PLACE" "TOP - DO NOT OVERTURN", "HAZARDOUS MATERIAL" etc should also be painted as may be appropriate to the contents of package, on all four sides.

17. Shelf Life Items : In case of shelf life items, the remaining life of the material at the time of delivery must be at least 80% of the total life. In emergency, the item may be accepted after taking due approval, if it is likely to be consumed within the expiry of the shelf life.

18. Force Majeure:

If at any time during the continuance of this Order the performance by either party under this Order can not be performed by reasons of any declared war, hostility, acts of the public or enemy, civil commotion, sabotage, fire, flood, earthquake, explosion, epidemic, quarantine restrictions or other acts of God, (hereinafter referred to as 'eventuality') affecting the supply or respective obligation of the Parties, the affected party shall notify the other of the happening of any such eventuality within fifteen (15) days from the date of the occurrence of such eventuality. In such an event neither party shall, be entitled to terminate this Order, nor shall either party have any claim for damages against the other in respect of such non-performance of the work under this Order. The performance shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. Under such circumstances the contractual delivery period shall be extended by a period equal to that during which such eventuality operated plus an additional period, if any, as may be considered reasonable by Purchaser and Supplier. Whether the eventuality has come to an end or ceased to exist will be deliberated and mutually settled.

Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least two (2) months, both the parties shall consult each other regarding the further implementation of the Order, provided

always that, if no mutually agreed arrangement is arrived at within a period of one (1) month from the expiry of the two (2) months referred to above, the Order shall be deemed to have expired at the end of the said three (3) months referred to above. The above mentioned expiry of the Order will imply that both the parties have the obligation to reach an Agreement regarding the winding up and financial settlement of the Order.

19. Cancellation of Order/Contract: Without prejudice to clauses concerning Force Majeure and Arbitration hereof and to any other remedy available, the Purchaser at his option, may cancel the Contract at any time by simple written notice to the Supplier in case of Supplier's non-compliance with his undertakings under the Contract/ Order and more specifically in case any of the following circumstances occurs:

A) Unjustified interruption of contractual services by the Supplier including delays and/or failure to maintain delivery schedule of plant and equipment, designs and drawings and other supplies or completion of work as agreed to.

B) Errors, negligence, insufficiencies in the contractual work under execution or failure to supply required materials as per specification or manpower or in other similar circumstances affecting the quality of Work for reason attributable to the Supplier.

C) If the Supplier refuses to implement instructions received from the Purchaser or the Engineer within the stipulations of the Contract/ Order.

D) Where the Supplier is declared in liquidation or bankruptcy or is involved in similar proceedings or has been implicated repeatedly in litigation or may have entered into or transfers with his creditors or others which might compromise the Supplier's solvency.

In any of the cases described above, the Purchaser shall inform the Supplier of its decision to cancel the Contract/Order or to terminate the Supplier's services, in whole or part under it, specifying in such notice the reason or the basis for this decision. The Supplier shall within fifteen (15) days from the above notice of default, correct such default or satisfy the Purchaser regarding the action taken by him for the corrective action, failing which the Purchaser at his option will cancel the Contract/Order. The Supplier shall immediately stop all work in connection with the Contract/Order, except as directed by the Purchaser. In such case, the Purchaser shall be at liberty to contract with other parties or to perform with his own personnel those supplies/ services undertaken by the Supplier in the Contract/Order. In such case, the Supplier shall be liable for any costs incurred by the Purchaser for obtaining and/or erecting the balance of the plant from another party in excess of the ordered price. In case of termination of part of the Contract/Order, the Supplier will continue performance of the Contract/Order to the extent not terminated by the Purchaser.

20. Arbitration:

(I) Governing Law and Jurisdiction

This Contract/Order shall be construed, governed and enforced in accordance with the law of India. The parties hereby agree that jurisdiction over any dispute arising under this Contract/Order shall be vested only in the Courts of India and the parties submit to the jurisdiction of the said courts at Jamshedpur in the state of Jharkhand.

(II) Dispute Resolution

Any dispute or difference arising between the parties hereto in respect of any aspect of this Contract/Order or the interpretation construction or effect of the terms and condition of the Contract/Order shall be first settled mutually by negotiations between the parties. In case no settlement is reached, such dispute or difference shall be

referred to a Sole Arbitrator if both the parties agree upon the same. Should the parties not agree to the appointment of a Sole Arbitrator, each party shall appoint its own Arbitrator and the two Arbitrators so appointed by the parties shall, appoint the third Arbitrator who shall act as the presiding Arbitrator. The arbitration proceedings shall be conducted and governed by the Arbitration and Conciliation Act, 1996 and amendment made thereof. The language of the arbitration shall be English and the place of arbitration shall be Jamshedpur.

The Award made by the Arbitral Tribunal shall become final and binding upon the parties and shall be enforced in accordance with applicable provisions of the Arbitration and Conciliation Act, 1996.

21. Construction of contract/order:

The Order shall be governed by the laws in India.

The Order shall in all respects be construed and operated as a contract as defined in the Indian Contract Act, 1872 and Sale of Goods Act, 1930, if applicable and save as otherwise expressly provided herein shall be governed by the provisions of the said Act.

22. Inspection and Rejection : The Purchaser shall reserve the right to reject/part accept the goods under following conditions;

- a) Inordinate delay in delivery
- b) Goods not as per specifications
- c) Test certificates/MSDS/other certificates as specified in the order not provided at the time of delivery
- d) Goods in damaged condition
- e) Short/excess supply
- f) Any error in the invoice
- g) Excise and other statutory documents not provided at the time of delivery

23. Other Terms and Conditions:

23.1 Vehicle having age more than 15 years is not allowed inside the Purchaser's premises.

23.2 SA 8000 Norms_ It is mandatory for you as Contractor/ Transporter/ Supplier/ any other kind of service provider to Tata Steel to comply with SA 8000 norms as per the check list submitted by you to us. Non compliance of the same, detected at any point of time may lead to cancellation of order or any other action or both as deemed fit by Tata Steel.

23.3 The supplier shall acknowledge receipt of order/contract and send the acceptance within 15 days of placement of order. In case of non receipt of order acknowledgement/any communication within this period, the order shall be treated as accepted.

In case the supplier is an e-partner, the acknowledgement shall be submitted through e-proc only.

23.4 Material Safety Data Sheet shall accompany each item (as specified in the material specification) at the time of delivery.

23.5 SURAKSHA SCHEME:

The Vendor understands that Tata Steel is committed to welfare of persons engaged by its Vendor for the purpose of execution of work order placed by Tata Steel and working inside Tata Steel premises. Vendor further agrees that all employees engaged by vendor and working inside Tata Steel premises will be governed by the #Suraksha Scheme# administered by Suraksha Charitable Trust. In the event of any accident arising in the course for execution of work by the vendor within Tata Steel premises resulting into death of employee of the vendor, as per aforesaid Suraksha Scheme an annuity shall be purchased by Suraksha Charitable trust for monthly pension of dependents of the deceased employee of Vendor. The amount required for the purchase of the annuity

towards monthly pension is contributed to the Suraksha Charitable Trust by Tata steel and subsequently 50% of the cost of purchase of annuity is recovered from the vendor in following manner:

1. Vendors whose total billing from all orders/contract is equal to or more than Rs.1 crore in last one year from the date of accident resulting into death of the employee of such Vendor:-The total contribution of 50% of the annuity value is recovered from the vendor whose employee has died as a result of accident.

2. Vendors whose total billing from all orders/contract is less than Rs.1 crore in last one year from the date of accident resulting into death of the employee of a such vendor whose employee has died:-10% of total billing from all orders/contract in last one year from the date of accident resulting into death or 50% of the value of annuity whichever is lower is recovered from the vendor whose employee died in the accident. To make up the shortfall, a fixed amount shall be recovered from all active vendors of Tata Steel all over India from the invoice payable to such other vendors. The amount shall be calculated by dividing the shortfall amount by total number of active vendor on the date of accident resulting into death.

The Vendor authorises Tata Steel to make such recovery from their invoice. It is clarified that payment under #Suraksha Scheme# shall be over and above any amount payable by way of compensation to the deceased dependent under Workmen Compensation Act 1923 or other labour legislation, which shall be paid by the vendor. The vendor shall comply all applicable law including but not limited to Workmen Compensation Act, 1923 or other labour legislation all the time and contribution by Tata steel under Suraksha Scheme shall be treated as voluntary payment by Tata Steel and not as a part of compliance of any applicable law.#

24. Complaints and Queries : The Supplier shall contact :
" Procurement Call Center at srmc.mro@tatasteel.com for complaints/queries related to payment.
" Procurement Call Center at eproc.mro@tatasteel.com for complaints/queries related to e-proc and other issues.
" Contact Nos. : 06572427139/ 06572145769/06576645769.

This Order shall be governed by the terms and conditions as specified herein and PURCHASER's RFQ. In case any conflict between the terms and conditions given this Order and those in the RFQ, Technical Specification or other tender documents, the terms and conditions given herein shall prevail.

Wherever Purchaser has signed an Agreement with the Supplier, in the event of any conflict between the terms & conditions in this Order and that in the Agreement, the terms & conditions incorporated in the Agreement shall prevail.

25. For any Queries related to Tata Code of Conduct, Anti-Bribery & Anti-Corruption and Anti-Money Laundering Policy Pl seek Clarification From :

Ethics Counsellor :
Mrs Soni, Chief Ethics Counsellor, Tata Steel Ltd, Jamshedpur-831001
E-mail: ethics.counsellor@tatasteel.com Phone: 0657 # 2756595
Toll Free Number : 1800 102 0875
Email ID - tatasteel@ethicshelpline.co.in
Website - www.in.kpmg.com/ethicshelpline/tslindia
Letter - P. O. Box No 71, DLF Phase 1, Qutub Enclave, Gurgaon - 12

26. TERMS and CONDITIONS RELATED TO DELIVERY TERMS EXL AND LOGISTIC PARTNER 3PL

A. LD Applicability Clause

LD charges will be applicable on actual handover date to 3PL and same will be considered by warehouse team for LD applicability

B. Allowable Loading time at supplier premises after the placement of vehicle by 3PL

Vehicle's placement and material pick up window time will be given by 3PL on supplier's given handover date on ECCI

Maximum time considered at Supplier (Gate IN to Out - Loading& Documentation) for pick up > 10 MT shipment is 3 Hours, 2 Hours for 2.5 MT to 10 MT shipments and 1 Hour for <2.5 MT shipments after reporting of vehicle

Loading of the material onto 3PL vehicle at suppliers' premises will be suppliers' responsibility

C. Detention Charges Clause

Detention charges of Rs1500- to 3500 (depending on the vehicle placed) will be applicable for not complying with the scheduled Pick-up/Handover date and time.

D. Documentation Verification

3PL will not pick-up any material without proper documents. In case of urgency, suppliers will have to take approval from Category Manager/Manager (Receiving Warehouse).

E. Rejected Material Clause

Rejected material to be collected back by suppliers by their own means of transportation

Freight charges borne by TSL to DHL for receiving of material to be deducted from supplier's pending invoice or by credit notes

Packaging Clause

Suppliers to ensure proper and safe packaging for all the items and it should be transport worthy along with the label which should contain the material description, order no, Quantity and suppliers name and suppliers may take the photograph of the packs

3PL would carry goods on #said to contain# basis. 3PL will count the number of Boxes/bags/ cartons/outer boxes at the time of loading at the Warehouse and will take the responsibility of delivering the said number of Boxes/ Bags/cartons/outer boxes as mentioned in the document at the time of loading.

3PL will not be liable for any shortages or damages within the carton/outer boxes provided the conditions of the packs are intact visibly

In this case the supplier will be held responsible for any deviation on Quantity and Quality of the material

3PL will not be accepting any material in unpacked condition. However for material which requires pick up in open condition from supplier, the suppliers should own the responsibility and same to be mentioned in handover document

27. All correspondence with us shall be in duplicate.

A. Documents :

Description No. of Copies

1. Invoice 1 + 1 Copies

2. Inspection Clearance Certificates 2 (Two)

3. Material Receipt Challan (wherever applicable) 2 (Two)

4. Packing List duly Signed by Vendor 2 (Two)

5. Original Buyers copy of Excise Duty Invoice 1 + 3 Copies

6. Original Freight Document (for reimbursement) and Freight Bill 1 + 3 Copies

7. Material Test Certificates / Inspection Report/MSDS 2 (Two)

8. Bank Guarantee / Corporate Guarantee (wherever applicable) 1 + 3

Copies

Signature of Supplier's Representative
Name

(To be submitted by Supplier along with Invoice)

PLEASE NOTE THAT THE COMMERCIAL INVOICE (IF ANY) / ORIGINAL FOR BUYER (FOR EXCISABLE GOODS) / FREIGHT BILLS (IF ANY) ARE TO BE SUBMITTED TO INVOICE VERIFICATION (IV) SECTION OF SMD AND DUPLICATE FOR TRANSPORTER, ROAD PERMITS AND OTHER DOCUMENTS ARE TO BE SUBMITTED, ALONGWITH THE MATERIAL TO THE RECEIVING SECTION OF SMD, TATA STEEL ONLY.

28.

Recommended clauses on Anti bribery and anti-corruption

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

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

c) Contractor/ Transporter / Supplier / any other kind of Service Provider to Tata Steel agrees that breach of this clause shall be sufficient ground for TSL to terminate this Agreement immediately without prejudice to the Contractor/ Transporter / Supplier / any other kind of Service Provider liability under applicable laws. Further, breach of this clause shall also be sufficient ground for TSL to withhold any and all payments, which may be due to the Contractor/ Transporter / Supplier / any other kind of Service Provider and for TSL to initiate appropriate legal actions against the Contractor/ Transporter / Supplier / any other kind of Service Provider.

INBOUND SUPPLY CHAIN PROCESS OF CENTRAL WARE HOUSE, JAMSHEDPUR

PROCUREMENT

Name, address and GST No. of the supplier---

. GST No. of the supplier must be of same state & address which is being provided in invoice. If the required GST No. is not registered with TATA STEEL , that should be registered with TATASTEEL first . For help in this regard you may contact PROCARE on Landline no.- 06576644466

Name, address and GST No. of the consignee (For Tata Steel Jamshedpur) ,

Name : Tata Steel Ltd- Jamshedpur

Address: P.O - Bistupur

Jamshedpur

State: Jharkhand

State code: 20

GSTIN/UIN:20AAACT2803M2Z0

Invoice number should be up-to 14 character containing alphabets or numerals or special characters hyphen or dash and slash. It is to be noted that the Invoice number must be same as you have entered in ECCI. Invoice date must be mentioned in your Invoice.

There are Three copy of invoices required, Original for recipient, duplicate for transporter and triplicate for supplier and that must be printed on your Invoice.

HSN code of goods must be mentioned in your Invoice.

CGST/SGST/IGST- Required to be same as mentioned in order, if there is a change in applicable GST, that must be communicated and settled with concerned commodity manager before creation of ECCI.

Your ECCI and Invoice condition should match with PO condition in line with material Description, quantity of material, Unit of measurement (UOM), value, rate of tax, amount of tax.

Signature or digital signature of the supplier or his authorised signatory must be on the Invoice copy.

In case of Freight claim, freight charges must be claimed in invoice and that should be as per the Purchase order condition.

Apart from above mentioned information please go through under mentioned requirement:

. Before entering the consignment to TATASTEEL inside works, there are two Transport park (one near HSM gate and another near JMD gate) . Your consignment vehicle must report to Our escort team at the above-mentioned transport park. Vehicle safety checking is done there as per the check list attached here for your reference. Vendor are requested to ensure that the vehicle condition is as per the requirement given in attached sheet before shipment. Vendor/ Driver must obtain Receipt and stamp on ECCI or duplicate for transporter copy of invoice before leaving the counter of Escort team.

. Vendor/ Driver must report to VTS entry counter at transport park along with all documents including escort team receipt and stamp for online VTS entry. VTS person will enter all the relevant information like PO NO., ECCI NO., VEHICLE NO., INVOICE NO. in online vehicle tracking system (VTS) after checking all the documents including escort team receipt and stamp. Vendor/ Driver must obtain Receipt and stamp on ECCI or duplicate for transporter copy of invoice before leaving the counter of VTS entry team. Vendor/ Driver must produce all invoices for entering in the VTS system. Vendor/ Driver will be responsible for any missing invoice details if it is not produced to VTS team for entry in on line VTS system.

. Vendor/ Driver must obtain GPS and RFID card to enter TATA STEEL inside works from VTS team before leaving the counter.

At HSM gate & JMD gate (only light and 4 wheeler vehicle is allowed to enter through this gate), our Escorting team is available to escort the consignment vehicle to our warehouse / weigh bridge (in case of weighment material) and end user unloading point. Vendor/ Driver will not move inside Tata Steel work without the escort. This escort is provided to your vehicle from entering the vehicle to

Tata steel to Exit of the Tata steel gate. For any query and support related with vehicle safety check and document verification at Transport park you may contact our PROCARE on Landline no.- 06576644466

• In the case of Over dimension material (ODC material) , vehicle movement is allowed inside Tata Steel works during 11.00 pm to 5.00 am and Escorting in this case is also provide as mentioned above. In no case vehicle should move inside Tata steel works without escort.

• These are required documents; vendor should send along-with consignment:

- i) Three copy of ECCI
- ii) Three copy of Invoices (Original for recipient, duplicate for transporter and triplicate for supplier)
- iii) Packing list
- iv) LR copy
- v) Valid E-Way bill
- vi) Challan# Not mandatory
- vii) Insurance copy (If material is insured)
- viii) If you are claiming the freight you must provide following freight documents:

- a) LR copy in original,
- b) Transporter Invoice in original, and
- c) Money receipt

NEW-PAGE

For VEHICLE/TANKER CARRYING HAZARDOUS CHEMICAL VENDOR HAS TO ENSURE FOLLOWING: 1) Tanker Internal Inspection Certification with valid Fitness Certificate (Inspected by authorized inspection agency and the same to be done in a frequency of 6 months duration).

2) The Tanker/ Vehicle Driver must have adequate clothes and PPEs for Chemical Handling scenario as per the nature of hazardous material. Like helmet/hand gloves / Safety shoes and other PPEs# required to handle that specific chemical as per IS/ Tata Steel safety SS/GEN 58.

3) Tanker/ Vehicle Driver must have valid driving license mentioned with Hazardous material (must be trained as per the requirement mentioned under rule 9 of CMVR, 1989 for driver of vehicle transporting dangerous/hazardous goods and have authorization to drive Tanker carrying hazardous chemical (For example: HCl, Caustic Soda Lyue, Diesel, Petrol etc.) .

4) The tanker/Vehicle driver must be provided with Transport Emergency Card (TREM).

5) Material Safety Data Sheet (MSDS)

6) Certificate of vehicle fitment

7) The tanker should have Emergency information panel displayed on the tanker shell in all three side as mentioned in CMVR, 1989 (Rule 134) for all dangerous/hazardous goods being delivered to Tata Steel Ltd.

IMPOERTANT:

Any deviation to confirming of abovementioned requirement will lead to rejection of vehicle for further escorting to enter TATASTEEL works.

FOLLOWING SAFETY REQUIREMENT IS CHECKED IN CONSIGNMENT VEHICLE BEFORE TAKING OVER FOR ESCORTING TO TATASTEEL FROM TRANSPORT PARK, SO VENDOR SHOULD ENSURE :

- 1) Valid registration certificate of Vehicle should be available with consignment driver.
- 2) Fitness certificate of Vehicle should be available with consignment driver.
- 3) Valid Insurance certificate of Vehicle available with consignment driver.
- 4) Capacity of vehicle commensurate to requested consignment.
- 5) Condition of vehicle Bed/ Dalla/Tyres should be in good condition.

- 6) Run over guard (both inside and back) should be available in vehicle.
- 7) Three-piece mirror should be available in vehicle.
- 8) Hand break/ Fail safe break should be available in vehicle.
- 9) Forward/ backward buzzer should be available in vehicle and must be in working condition.
- 10) Metal scotch block should be available in vehicle and must be used during parking pf vehicle.
- 11) Valid Driving license should be available with consignment driver.
- 12) Driver eye fitness certificate should be available with driver.
- 13) Driver physical and mental state must be sound.
- 14) To ensure safe transportation of material following must be ensured:
 - a) Proper Wedge
 - b) Side guard/post
 - c) Adequate length/Pieces of Chain
 - d) Adequate nos. of turn buckles /D shackle
 - e) Enough nos. of Lashing point with provision of D shackle
 - f) Arrangement for Flag and caution light

For Tata Steel Limited

Authorised Signatory

Gourav Goyal

**Specialist IT
IT Procurement India & SEA**

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