

WORK 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 :- EMAIL /16.03.2022
Order Valid from 17.03.2022 to 16.03.2023

Order No. :- 3000143419/122
Order Date :- 17.03.2022
Release Date :- 18.03.2022

Contact Person :- Gourav Goyal
E-Mail :- GOURAV.GOYAL@TATASTEEL.COM
Phone No :-
Fax No :-
Collective No :- 921135889

Indent By :- ITS

Please arrange to execute the job as per details given below. Please acknowledge receipt of this order.

Item No. :- 00010 Desc:- Production Support Coverage VMware vSphe
Cost Center :- 29170(IT(Steel))
Requisitioner:- 146721(Mr R Shiva Prasad),Email:rprasad@tatasteel.com

All CGST-SGST/IGST @ 18% Creditable

Item Details

Item text :
GST # 20AAACT2803M6ZK ATS renewal of existing vSphere Licenses # Pa
rt 1, Sl No. Description 1 Production Support Coverage VMware
vSphere 7 Enterprise Plus for 1 processor (K12C2-8TH12-58JGD-0A02P-A4W
Q0) - Contract id - 4122067631 18 2 Production Support Coverage VMwar
e vSphere 7 Enterprise Plus for 1 processor - Contract ID - 498105391
30 3 Production Support Coverage VMware vSphere 7 Enterprise Plus for
new processor license 6 4 Production Support Coverage VMware vSpher
e 7 Enterprise Plus for new processor license 6 Memo L1 approv
er #Brajesh Sinha Memo L2 approver #Sangeeta Soni SES approver #Amit
Roy Chowdhury Contact Person # Brajesh Sinha

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Sl No. Description 1 Production Support Coverage VMware vSphere 7 Enterprise Plus for 1 processor (K12C2-8TH12-58JGD-0A02P-A4WQ0) - Contract id - 4122067631 18
2 Production Support Coverage VMware vSphere 7 Enterprise Plus for 1 processor - Contract ID - 498105391 30
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4 Production Support Coverage VMware vSphere 7 Enterprise Plus for new processor license 6
Memo L1 approver #Brajesh Sinha
Memo L2 approver #Sangeeta Soni
SES approver #Amit Roy Chowdhury
Contact Person # Brajesh Sinha

:
Shopping Cart No = 1002779283

Delivery date

Day 16.04.2022

Sr No.	SrvLnNo	Brief Description	Quantity	Rate
1	10	Production Support Coverage VMware vSphe	18.000 NOS	64,446.00 INR
Total Price		1,160,028.00 INR		

Sr No.	SrvLnNo	Brief Description	Quantity	Rate
2	20	Production Support Coverage VMware vSphe	30.000 NOS	64,446.00INR
Total Price		1,933,380.00 INR		

Sr No.	SrvLnNo	Brief Description	Quantity	Rate
3	30	Production Support Coverage VMware vSphe	6.000 NOS	64,446.00INR
Total Price		386,676.00 INR		

Sr No.	SrvLnNo	Brief Description	Quantity	Rate
4	40	Production Support Coverage VMware vSphe	6.000 NOS	64,446.00INR
Total Price		386,676.00 INR		

Item Charges

Gross Price	3,866,760.000 INR	3,866,760.000 INR
IN: Integrated GST	18.000 %	696,016.800 INR

		4,562,776.800 INR

Gross Price(S.tax+Edcess)		4,562,776.800 INR

Delivery Terms : Inco terms - Not applicable
For each unloading point you need to give separate challans.
Payment Term : 100% Payment within 45 days of compltn of job &Inv

Order Value payable to supplier : 4,562,776.80INR
TOTAL ORDER VALUE PAYABLE BY TATA STEEL : 4,562,776.80INR
Collection Centre :
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.

(v) In the event, TSL has reason to believe that there is a chance of delay in availing input tax credit by TSL or dispute / disallowance of input tax credit to TSL, then payment of GST amount against each invoice or debit note, may be released by TSL post verification and matching of the same with GSTR-2A/GSTR-2B/GSTR-6A report of TSL, as the case may be or any other report being notified by government of India from time to time. In case said invoice is not furnished by the Contractor / Supplier / Vendor through filing of GST return or any discrepancy observed in invoice details furnished by the Contractor / Supplier / Vendor, the Contractor / Supplier / Vendor shall upon notice, furnish the invoice / correct such discrepancies immediately to enable TSL to avail input tax credit and release of GST amount against said invoice. In case the discrepancies were not corrected, the Contractor / Supplier / Vendor shall not have any claim for delayed payment / non-payment against such invoices / debit notes

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 it's 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 it's 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.

1. Notwithstanding anything contained in the Contract/ P.O., acceptance of Goods shall be subject to inspection by the Buyer in order to determine its conformity with the quality and fitness standards underlined in the Contract/ P.O. Inspection shall be conducted at the premises of the Buyer or at any other place where final delivery to the Buyer is made. The Buyer may conduct necessary testing and perform such acts it deems fit to determine fitness of the goods delivered.

2. Inspection shall be conducted within 60 days of the delivery of the goods at the place mutually agreed between the Parties or at the time of installation of the goods at Buyer place of business, whichever is

later. Buyer shall give an intimation regarding rejection of goods to the Seller within 21 days of the inspection.

3. The Seller shall within 60 days of receiving notice regarding rejection remove goods from the place as specified in the rejection notice. In case, the Seller fails to remove goods from place specified in the rejection notice post expiry of 60 days, it shall be deemed abandonment of goods and Buyer may dispose off the same at expense of Seller, in manner it may deem fit. In addition to the any amount recoverable from the Seller, the Buyer shall be entitled to recover amount spent on safe keeping of the goods from the date of granting notice to the Seller regarding rejection of goods and cost of disposal of the goods out of proceed of such disposal of goods.

For Any clarification on the orders issued by Tata Steel, please contact Supplier Relationship Management Center (SRMC)- Phone Nos. 0657 2427139, 2145769

E-mail to eproc.mro@tatasteel.com for post order related issues like payment etc. and e-procurement site related issues.

Following are the major general terms and conditions of contract applicable to you as Contractor/ Transporter / Supplier / any other kind of Service Provider to Tata Steel.

Procedure for allotment of Shed to be used as office-cum-godown

"Shed allotment request shall be submitted to Chairman Shed Allotment Committee through Chief of the department / division where the shed is to be made against a particular order. Sr. Manager Contractors' cell will issue the allotment letter to the contractor based on the recommendation of the committee.

" The shed shall be vacated / demolished immediately by the contractor after the expiry date of the last work order under intimation to the contractors' cell at contractor's own cost & risk.

"If the shed is required to be kept by the contractor due to deferment /extension/ award of a new work order, the Contractor may get the allotment extended by Sr. Manager Contractors' Cell.

Non-compliance to the above procedure will call for appropriate action against the contractor by Tata Steel as per the laid down procedure of the shed allotment committee.

For detailed (a) Terms and Conditions (PROC / SERV / STD / GEN. TERMS & CONDITIONS) (b) Safety Standards and (c) Non-compliance to Tata Steel norms for (i) Safety, (ii) Security (iii) Tata Code of Conduct, Anti-Bribery & Anti-Corruption and Anti-Money Laundering Policy and for other terms and conditions that are applicable on you as Contractor/ Transporter / Supplier / any other kind of Service Provider to Tata Steel, please visit Tata Steel e-proc site. Those who do not have access to this site or due to any reason they cannot visit the said site, must contact SRMC of Procurement Division of Tata Steel for obtaining hard copies of the same.

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.

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.

1.0 Order Date:

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

2.0 Terms of Payment:

Subject to all statutory deductions, as applicable and any deduction which the Tata Steel may be authorized to make, the Contractor shall be entitled to payments as per the Terms of Payment indicated in the Order. All payments will be released within thirty (30) days of receipt of Contractor's invoice with other documents as stipulated in relevant clauses. All payments shall be made by cheques / e-payment. The Contractor will indicate his Sales Tax registration number in every bill. Please note that Tata Steel's Jharkhand Sales tax No. is JU-1-R & Central Sales tax no. is JU-1-C.

3.0 Liquidated Damages for Delay in Completion:

Completion time is of essence of the Order. Tata Steel reserves the right to recover liquidated damages from the Contractor for any delayed completion of Site work beyond the stipulated completion period at the rate of half (1/2%) per cent of the total order value per week of delay or part thereof, subject to a maximum of ten (10%) percent of the total order value. In the event the Contractor fails to complete the job within the aforesaid extended period of 10 (ten) weeks due to the reason attributable to the Contractor, Tata Steel shall be at liberty to cancel or terminate the work order / contract at the risk and purchase of the Contractor.

4.0 Performance Tests:

The Contractor shall demonstrate the performance tests as per the Technical Specification. The liquidated damages for non-fulfillment of the performance guarantee parameters/values up to Acceptable Tolerance Limit, as indicated in the Technical Specification, up to acceptable tolerance limits is limited to five (5) per cent of the total order value. In the event of performance guarantee is beyond the acceptable tolerance limit. The Tata Steel shall be at liberty to terminate or cancel the work order or contract at the risk and Tata Steel or the Contractor.

5.0 Indemnity:

The Contractor shall indemnify and hold harmless Tata Steel, from any claim, demand, cause of action, loss, expenses or liability on account of injury or death of persons (including the employees of the Tata Steel/Contractor/Sub Contractor).

Any claim arising out of damage to or loss of property (including the property of the Tata Steel/Sub-Contractor) arising directly or indirectly out of the negligent acts, errors or omissions of the Contractor in performance of his obligation under this Contract.

Any claim by government authorities/quasi-governmental body for failure by the Contractor to pay taxes, duties, fees applicable to them arising out of the project.

Any claim by third party including sub-Contractors for failure to make payment for labour, services, equipment and materials arising out of this project. Any claim with regard to designs, methods, process including but not limited to claims arising out of infringement of patent, trademark, proprietary information, know-how, copyright,

un-patented inventions or any unauthorized use of work.
The Contractor shall defend at his own expenses any suit proceedings for any claim asserted against the Tata Steel. The Tata Steel shall give reasonable assistance required in defending the suit and Tata Steel shall reserve the right to represent his counsel though not obligated to do so. Tata Steel reserves the right to defend/settle the claim if Contractor fails to defend diligently any such suits or proceedings and without relieving the Contractor of his obligation.
Contractor shall at all times indemnify the Tata Steel against all claims, damages or compensation under the provisions of various acts applicable such as the Payment of Wages Act 1938, Minimum Wages Act 1948, Employees State Insurance Act 1948, Workmen's Compensation Act 1923, Fatal Accidents Act 1855, Apprentices Act 1961, Employees Provident Fund and Mics. Provisions Act 1952, Industrial Disputes Act 1947 and Contract Labour (Regulation and Abolition) Act 1970 etc or any modification thereof or any other Law relating thereto (including common law) and Rules made there under from time to time.

6.0 Timely Submission of Final bill / Reconciliation Statement:
It will be the Contractor's responsibility to submit the final bill within three (3) months from the completion of the job and claim for extra job, if any. TATA STEEL reserve the right to reject any claim for job/extra job done by the Contractor, if details of the same are not submitted within one month of completion of job. The final bill must be submitted with the following document

- No Claim Certificate
- Store clearance certificate
- Wage clearance certificate
- Gate pass clearance certificate
- Reconciliation statement for materials issued by the Tata Steel
- Safety Performance of the party endorsed by Head (Safety & APS)

7.0 Billing Schedule:
The Contractor shall prepare and furnish to the Tata Steel and the Engineer within two (2) months from Contract Effectiveness Date, a detailed Billing Schedule with break-up price schedule tying up the progress payment with identifiable milestones/quantities of work according to the break-up price Schedule, for Tata Steel/Engineer's approval. Progress payment will be made to the Contractor based on approved Billing Schedule and the Terms of Payment as stated above. Besides hard copies, the Billing Schedule will be submitted by the Contractor in soft copies to the Tata Steel and Engineer in text format for approval. After finalisation and approval of the Billing Schedule, soft copy of the same in text format to be submitted by the Contractor for incorporating in "SAP" system.

8.0 Force Majeure:
If at any time during the validity / currency of this Order the performance by either party under this Order is prevented 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') then written notice of the happening of any such eventuality is served by either party to the other within fifteen (15) days from the date of occurrence of such eventuality, thereof. Neither party shall, by reason of such eventuality be entitled to terminate this Order, nor shall either party have any claim for damages against the other in respect of such non-performance and the work under this Order.

The work / job 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, mutually by Tata Steel and Contractor. 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 three (3) 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 three (3) 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 closing of the work order / contract and financial settlement of the Order.

9.0 Temporary Suspension and Cancellation or Termination of Contract:

9.1 Temporary Suspension: The Tata Steel may at any time temporarily stop the work being executed under the Contract or any part thereof by notice in writing to the Contractor. All work so stopped shall be resumed by the Contractor based on a schedule to be mutually agreed upon between the Tata Steel and the Contractor.

9.2 The Tata Steel will not pay the Contractor for any supply/work, which is executed during such suspension and the Tata Steel shall not be liable to the Contractor for any damages or loss caused by such suspension of work.

9.3 Cancellation or Termination of Contract: Without prejudice to clauses concerning Force Majeure and Arbitration hereof and to any other remedy available, the Tata Steel at its option, may cancel the Contract at any time by simple written notice to the Contractor in case of Contractor's non-compliance with and has breached its undertakings under the Contract/ Order and more specifically in case any of the following circumstances occurs:

A) Unjustified interruption of contractual services by the Contractor 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 Contractor.

C) If the Contractor refuses to implement instructions received from the Tata Steel or the Engineer within the stipulations of the Contract/Order.

D) Where the Contractor 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 Contractor's solvency.

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

9.5 The Tata Steel shall be at liberty to terminate this contract or any order issued in pursuance to this contract without assigning any reason by serving 15 days written notice to the contractor. In such an event the contractor shall not be entitled for any compensation from Tata Steel.

10.0 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 within a period of 60 (sixty) days from the date of dispute raised by one party on the other, such dispute or difference may be referred to a Sole Arbitrator by the aggrieved party. 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, before entering upon the reference, 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 at Jamshedpur. The parties may however mutually agree to any other venue in India for the arbitration, failing which the Arbitral Tribunal shall decide the venue.

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.

11.0 Construction of Contract:

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 save as otherwise expressly provided herein shall be governed by the provisions of the said Act.

This Order shall be governed by the terms and conditions as specified herein and Tata Steel's General Conditions of Contract (copy already available with the Contractor). In case any conflict between the terms and conditions given this Order and those in the General Conditions of Contract, Technical Specification or other tender documents, the terms and conditions given herein shall prevail. Wherever, Tata Steel has signed an Agreement with the Contractor, 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.

12. The service provider/contractor has to provide skilled manpower as per requirements of the job

12.0 Safety Clauses Applicable to All Contractors/
Transporters/Suppliers/ any other kind of Service Provider to Tata Steel:

12.1 The prime or main contractor is responsible for the activities of their employees and liable for all acts, errors, and omissions of their subcontractors.

12.2 Contractor should attend the Pre-Bid meeting/Pre-Award meeting conducted by Tata Steel prior to bid/take up contract to understand & prepare the plan required to accomplish the work safely. Contractors should also give declaration that they will follow the safety norms and execute the job safely.

Example of higher risk jobs are Working at height, Hot work, Positive isolation (all types), Confined space entry, Electrical work, Lifting/rigging/hoisting activity, Civil work, Operating heavy equipment, Shoring, excavation, trenching, Line breaking, Working in proximity to hazardous chemicals including gases, Work conducted in high and low temperature environments, Working in underground and surface mines, Demolition and renovation work, Working within or in proximity to HHOs, Transportation of goods and materials etc.

12.3 The contractor shall visit the site and understand safety hazards and safety measures to be taken while executing jobs as per the scope of work and the actual site conditions before submitting the quotation.

12.4 The contractor shall undertake full responsibility for safe execution of job at work site and safety of his personnel from the time he enters the Gates of Tata Steel Works till the time he leaves the Works Gates after his duty. The Contractor shall comply with all safety aspects of Tata Steel safety standards, lifesaving rule, Codes & standards referred to in the technical specification. The contractor shall abide by and shall ensure 100% compliance of various statutory rules of the Government and Safety Rules and Regulations of the Tata Steel, being issued by the Government authority and Tata Steel time to time in this regard, and/or as required by the engineer, in respect of all staff and labour engaged for the execution of the work at work site and shall provide all the facilities in connection therewith. By accepting this work order, the contractor undertakes that it fully is aware of the safety norms and requirement for the job / services to be executed by it and shall take all necessary steps in that regard.

12.5 The contractor and its employees will put on all prescribed

Personal Protective Equipments (such as safety shoes, helmets, hand gloves, safety belts, safety goggles, gas mask and all other safety appliances etc.) while working inside the plant and also in its vicinity and such Personal Protective Equipment (PPEs), Tools & tackles and equipment must be as per company's standard and IS/EN approved. These equipment, tools & tackles should be fit to use. Contractor must submit to job executing department copies of all relevant documents of safety equipment inspections & test certificate (e.g. test certificates of chain block etc.) for acceptance by executing department. The contractor shall ensure that these necessary safety appliances are being used by his employees and workers working at site without which the employees and the workers shall not be permitted to work.

The cost of the PPEs, Tools & tackles and equipment will be borne by the contractor and the same shall not be recovered from the employee. Any violation found will be dealt firmly by Tata Steel.

12.6 Contractor's safety management systems, policies and controls will be equally applicable to all contractors and sub-contractors if any engaged by them. Contractor will confirm in writing that all safety provisions of the contract have been conveyed to his personnel as well as to the personnel engaged by his sub-contractor(s) and all safety requirements shall be met.

12.7 The Contractor shall be aware that his employees have to work in safety hazards in work site, as for example, presence of poisonous gas, frequent passage of loco and ladle cars, simultaneous activities carried out by various agencies in a congested area etc. and plan and execute his work accordingly.

12.8 All requirements of safety such as coupling guards, belt, pulley and chain guards, screens and protection railings etc. shall be provided by the contractor for his erection equipment. Such guards shall have normally hinged cover for inspection.

12.9 The contractor shall ensure usage of CO gas and Oxygen detector, while working near furnace of gas areas, for monitoring of the level of these gases and shall take actions accordingly for the complete safety of their personnel.

12.10 Before taking up any job in gas hazardous areas, the concerned staff of the contractor and particularly their supervisors must attend the gas safety induction program at the gas safety station of the Tata Steel. The contractor shall have to obtain a proper work permit/clearance/prior permission from the operating department before starting the work in a running plant / pipe lines / gas lines / air lines / water lines / hazardous areas / and for working on shutdown days etc. Contractor shall keep the concerned departmental head informed well in advance if the work is to be carried out on Sundays/National Holiday/Shutdown days or in night. Safety supervisor must talk and explain about the job hazard daily before starting the work and shall adopt the safety measures accordingly.

12.11 The contractor shall depute adequate number of supervisors for the complete supervision of the jobs. The supervisors/ site engineers of the contractors must have undergone the safety program on contract management at Training Center. No person shall be deployed at work place / site without safety induction training. The safety card if applicable will be given by training centre and it should be with the workmen at

all the time and same should be produced on demand at any time.

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

12.13 The contractor shall maintain the workplace in good & clean condition and shall ensure good housekeeping in the area of work.

12.14 The contractor shall depute a "key person" from his organization who shall (a) be fully responsible for safety of persons (b) ensure safety practices during the execution of the order.

The contractor shall engage adequate number of Highly Skilled / Skilled / Semi Skilled / Unskilled labour and supervisor on the job to execute the work in a safe way. The contractor shall report to each shift head at the start and end of the job and permit to work shall be taken from the shift head before starting the job. All work shall be executed as per the instruction of the shift Head.

12.15 The contractor shall understand the work, analyze the job safety and prepare the job safety and housekeeping plan. The contractor shall monitor the plan regularly and adhere / improve the plan, if required, for safe execution of the contract. Job shall start only after certification of safety plan by the concerned Head of the Department. The contractor shall train all its staff / workmen on the safe working procedure. The contractor shall carry out regular safety inspection at the work site to ensure that all safety measures are being properly maintained / followed and maintain a record of observations made and corrective actions being taken. He shall also carry out load test on erection department, tools and tackles etc., from time to time and maintain a record of the test results conducted by them. As per Inspector of Factories, Contractors shall get all their tools & tackles examined by the competent Authority, so that whenever these are checked by the representative of Inspector of Factories, the Contractor should be able to produce the required certificates.

12.16 Job shall be done under strict supervision by the contractor's trained supervisors round the clock in all the 3 shifts (A, B & C) or as the case may be.

12.17 Safety supervisor of contractor shall have to attend the safety meetings conducted at site by the Tata Steel. He will have to keep himself as well as his workmen informed about the points discussed in the meetings and will have to implement the same at work place/site to ensure the safe execution of the job.

12.18 The names and Bio-data of all employees of contractors including trained, skilled, competent, qualified supervisors & key persons shall be submitted to Tata Steel for review and acceptance. Contractor shall promptly replace a supervisor unsatisfactory to Tata Steel but shall not otherwise replace any such person during the duration of the work without concurrence of Tata Steel. Tata Steel reserve the right to deny entry into its facility to any contract person or supervisors deems unfit, unsuitable or unwilling to comply with any safety & Health requirement as noted here or in work order.

12.19 A proper register /document containing names and designation of workers to be maintained by contractor for the workmen trained by Tata

Steel.

12.20 Contractor will develop Safety Assurance Plans for all segments of work based on Tata Steel safety standards and made them available for review by executing department and contract owner at all times.

12.21 Contractor must submit to job executing department copies of all completed relevant documents like standard operating procedure, daily job briefing, safety equipment inspections certificate, tool box meeting records etc. For all high risk jobs, such as working at electrical HT lines, confined space, pressure vessel, Gas line, mining activity, working at height etc, as mentioned above.

12.22 Contractor shall provide the man power that has specific competency certificate which includes government certification also as appropriate and applicable. Failing to which, it will be treated as non-compliance and executing department shall take appropriate action as per company's rule on contractor company/person.

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

12.24 The Contractor shall not sublet/subcontract, transfer, or assign the Contract or any part thereof without the written permission of the Contract Administrator of TATA STEEL, except as stipulated otherwise in the Contract and/or for purchases/services from approved vendors list. In the event a contractor contravenes this condition, the Contract Administrator shall be entitled to place the Contract elsewhere on the contractors account and at their sole risk and the contractor shall be liable for loss or damage as per company's rule which the Contract Administrator may sustain in consequence or arising out of such placing of the Contract. Sub-contractors identified by main/prime contractors will be subject to the same safety & technical competency evaluation by screening team of TATA STEEL as main/prime contractors for all Higher Risk work. Main/prime contractor shall be fully liable and responsible to TATA STEEL for the acts, errors, and omissions of its subcontractors and shall not be relieved of any obligation to TATA STEEL under the Contract(s). Subcontractor shall agree in writing to be bound by all obligations of contractor set forth in the Contract.

12.25 Contractor must conduct a weekly review on safety aspects. Such review will include (as a minimum) current safety audit results, injury/illness summary, safety meeting(s) summary, hazard reviews of upcoming work, incident, injury and near-miss investigations, compliance to safety standards.

12.26 Contractor proprietor/Project manager will participate in safety line walk to their working site along with Tata Steel's management representative at least once in a month. Contractor will assist executing department in safety audits.

12.27 Job executing department shall brief in details all the safety aspect to the contractor as applicable for safe execution of the job during Pre-work meeting and at the time of work permit and six directional hazards clearance.

12.28 The contractor shall ensure for initial & periodic health check up in a frequency mentioned in factory/mines/any other government acts and rules guideline of their own & sub-contractor's employees and submit the fitness certificate to job executing department as and when demanded.

12.29 Contractor shall take all necessary safety precautions during the execution of the job to prevent any mishap, accident, property loss etc. Contractor shall solely responsible for any accident or injury that may happen to any personnel engaged in execution of work. Contractor shall bear all the payment / compensation against any loss or damage to property, plant and equipment during execution of the work, treatment, death and Labour obligation. Tata Steel shall not be liable for any damage or compensation payable at law in respect of or in consequence of any accident or injuries.

12.30 Contractor shall impart refresher training from time to time to their employees to create a safety culture at work site through tool box and mass meeting.

12.31 No Cycles shall be allowed inside Jamshedpur works.

12.32 Contractor shall not make any changes / alteration to the job plan / equipment without prior consultation with the executing department.

12.33 Contractor shall not start any job without taking permit to work, relevant clearance such as positive isolation, electrical, confined space etc. and carry out job hazard analysis, Standard operating procedure or any other applicable document. Contractors' supervisors must discuss the Job plan and the method of work before start of any job with contract owner

12.34 Contractors should report all incidences, injury cases, near miss, and dangerous occurrence to Tata Steel Contract administrator / Line Manager or contract owner immediately as and when it has occurred irrespective of severity of incident and without any prejudice.

12.35 Contractor and supplier safety performance will be periodically evaluated objectively on set parameters to ensure partnership expectations are continually met. Identified deficiencies must be corrected. Safety performance will be considered for all future orders by Tata Steel management.

12.36 Further to reiterate that:

a. Contractors and subcontractors responsibilities also include:

i. Ensuring that work areas and activity under their control do not place their employees, TATA STEEL employees, or others at risk of injury.

ii. Ensuring that all tools, tackles & equipment brought onto or stored at TATA STEEL property for execution of the job are certified/tested fit

for usage by relevant and applicable regulatory authorities, industry trade associations, consensus based best practice industry groups (e.g. NFPA), and OEMs.

iii. Ensuring at equipment and tools are stored / maintained in a safe condition per OEM, Industry norm, or other relevant authority requirements.

iv. TATA STEEL's tools, tackles and equipment loaned to contractors for use on site are maintained in safe working order/condition as per OEM, industry norm, or other relevant authority requirements and test certificates.

v. Establishing safe systems of work with competent supervision to ensure the work does not expose individuals to injury or TATA STEEL assets to harm.

vi. Conducting FULL TIME health and safety audits, inspections, oversight of all assigned work areas by competent supervisors and /or site safety supervisors to ensure compliance to all TATA STEEL safety expectations, standards, guidelines, etc.

vii. Identifying and controlling hazards that are created by the contractor's work activities.

viii. Providing appropriate personal protective equipment (PPE) which met the IS / EN standard and approved by Tata Steel for the tasks undertaken by their employees and ensuring 100% compliance to use of PPE.

ix. Ensuring health and safety training is provided to its employees appropriate for their assigned tasks.

x. Liaising with the TATA STEEL contract administrator and contract owner to ensure the effective execution of provisions of this standard and general communication of health and safety matters.

xi. Carry out investigations for all incidents of their area and jobs.

xii. Assisting TATA STEEL with incident investigations.

xiii. Maintaining the necessary insurance coverage required by TATA STEEL and local regulation.

xiv. Establishing and maintain an effective safety, health & environmental program in accordance with applicable federal, state and local regulations.

xv. Deploying competent supervisors and site safety personnel/professionals to monitor, inspect, and audit the safety requirements of their activities.

xvi. No contract employees should be allowed to work beyond statute (Local factory rules or regulation) prescribed overtime duration in a week prescribed in the law. The contractor shall comply with industry norms and applicable local laws on working hours. Overtime should also not be demanded on regular basis.

xvii. Not engaging contract employees who are medically unfit.

xviii. No contractor will appoint contract employees of other's contractors without prior approval of the previous contractor and line managers/Contract Owner.

b. Responsibility of contractor's supervisors:

i. The Contractor's Supervisor is the connection between Tata Steel's management and the contractors including their employees.

ii. In collaboration with the site safety supervisor, he / she coordinate the work of his companies' employees on site. He / She are responsible and accountable for the quality and safety of himself/herself & his/her employees work.

iii. The contractor's supervisor shall review the units' safety requirements with his employees prior to the beginning of each job. Documentation of this review shall be forwarded to the Contract Owner.

iv. He / She should ensure that daily assignment of jobs to his workers delegate specific tasks inspect tools and equipment and PPE, correct all unsafe conditions, report incidence and near misses, ensure work area housekeeping, carry contractor safety audit.

c. Responsibility of contractor's site safety supervisors:

i. Site safety supervisors will carry out daily safety audit and inspections of tools, tackles, equipment and PPEs.

ii. He/she will identify and help in correcting the unsafe conditions at site with help of contractor's supervisors. He/she will ensure tool box and mass meeting is conducted regularly.

iii. He/she will ensure reporting of all incidences and near miss and participate in incident investigation.

iv. Site safety supervisors will help in developing SOP for the job and carry out safety audit to check its compliance.

v. Site safety supervisors will be deputed for all high risk jobs as per the demand of contract owner.

12.37 The Contractor not following the above instructions will be fully responsible for all kinds of unsafe acts, conditions, practices and incidents at their own risk and cost. In all such cases, the contractor shall indemnify Tata Steel against all claims, demands, damages and compensation.

The contractor should be aware of rules, regulations and procedures of Tata Steel's safety consequence management standard. Any safety non-compliance by Contractors will be dealt as per Tata Steel's safety consequence management standard.

12.38 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.#

13.0 SA 8000 Norms:

It is mandatory for you as Contractor / Transporter / Supplier / any other kind of Service Provider to Tata Steel to comply with SA8000 norms as per the check list submitted by you to us. Noncompliance of the same, detected at any point of time lead cancellation of the order or any other action or both as deemed fit by Tata Steel.

14.0 Vehicle Age:

At any point of time vehicles having age more than 15 years will not be allowed inside the plant. All Contractors/ Transporters / Suppliers / any other kind of Service Provider to Tata Steel shall strictly follow the above.

For any non-compliance on the above, Tata Steel shall take actions against your firm as per norms"

15.0 Service Tax:

The invoices for services rendered shall indicate separately the value of taxable services, the Service Tax applicable thereon and Education Cess and shall contain the particulars prescribed in the CENTVAT Credit Rules, 2004 for the purpose of availment of CENTVAT credit by Tata

Steel. If the CENTVAT credit cannot be availed by Tata Steel and / or if the credit availed on the basis of such invoice is denied, then you shall be responsible for compensating Tata Steel with respect to the amount of tax as well as any consequential charges i.e. interest and penalty. In order to avail the CENTVAT Credit, Service Tax invoice should be submitted by you within 14 days from the date of completion of service or receipt of payment whichever is earlier, failing which the service tax amount shall not be paid to you.

16.0 Man Power:

16.1 All persons have fitness certificate for all the process as per Dupont requirement.

16.2 Contractor shall have sufficient number of man power with combination of skilled and unskilled people for deployment at 3 to 4 sides simultaneously.

16.3 Contractor shall deploy separate supervisors for separate jobs.

16.4 Contractor should ensure that the working hours to be 8 hours only sometime it may go up to 16 hrs.

16.5 Party shall be able to arrange 5 to 6 gangs during break down or big shut down on a ½ hr. notice.

16.6 All contractors and their supervisors shall carry mobile phone round the clock.

17.0 Education/Skill:

17.1 Contractor's supervisors should possess Diploma in Mechanical/Electrical / Civil / Instrumentation engineering from the institute recognize by state/central government.

17.2 All trained technical persons like welder, gas cutter, rigger, electrical fitter, mechanical fitter have trade test pass certificate from ITI or any technical institute recognized by any state/central government.

17.3 Each working group leader should be able to read mechanical drawing, hydraulic circuit and electrical drawing.

17.4 For Argon welding job workman should possess IBR test pass certificate.

17.5 Contractor supervisors should have enough experience to supervise the job.

18.0 Tools & Tackles:

18.1 For mechanical job contractors have to make his own arrangement for all types of tools & tackles like all types of spanners, gas cutting sets & welding equipment, Argon welding equipment, manual torque wrench, hydraulic torque wrench, hydraulic jacks, measuring instruments (like vernier, calliper, micrometer) etc. required for the jobs covered in the contract.

18.2 For electrical job party should have special tool like megger, crimping tool, vacuum cleaner, hot blower etc.

18.3 All lifting tools/load bearing tools, tackles & safety appliance should be tested & certified and have valid certificate are in healthy condition.

18.4 For cleaning job contractor should employ mechanized cleaning to reduce the man power and better job quality.

18.5 Each group of workers will have separate tool sets suitable for their work.

19.0 Non-compliance to Tata Steel Norms for Safety, Security and Tata Code of Conduct, Anti-Bribery & Anti-Corruption and Anti-Money Laundering Policy.

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

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

19.3 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.

19.4 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.

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

Tata Steel shall take action against Contractors / Transporters / Suppliers / any other kind of Service Provider for non-compliance to the Tata Steel norms for Safety, Security and Tata Code of Conduct, Anti-Bribery & Anti-Corruption and Anti-Money Laundering Policy by them, their direct or indirect employees and their direct or indirect service providers. Please contact SRMC for obtaining details of such norms.

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.

20.0 The contractor shall submit police verification reports of character and antecedents of all their employees and for each labourer engaged by them at the time of application for conduct of Safety Training or on demand by Tata Steel Limited.

21.0 "The use of wireless sets is prohibited within the Tata Steel premises at Jamshedpur"

22.0 The vendors will carry out the fitness check of mobile equipment and light vehicles as per the following checklist, if they are deploying these to carry out any job in Tata Steel. The record should be kept by the vendors.

23.0 The gate pass issued to the contractor's workers will be returned to Tata Steel within stipulated period after expiry failing which penalty will be applicable as per norm.

24.0

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.

LIGHT VEHICLE CHECK LIST

Equipment No#####		Date#####				
Sl. No.	Parameters to be checked	Frequency	Ok	?	Not ok	?
	Responsibility	Observation if any				
1	Blinkers	Daily	Operator			
2	Head light,	Daily	Operator			
3	Horn	Daily	Operator			
4	Reversing alarm	Daily	Operator			

5	Seat belt	Daily	Operator	
6	Service brake	Daily	Operator	
7	Parking brake	Daily	Operator	
8	Wipers	Daily	Operator	
9	Any leakage from the vehicle	Daily	Operator	
10	Door Lock , Foot rest (If any)	Daily	Operator	
11	Tyre / Rim condition	Daily	Operator	
12	Battery terminal & Electrolyte level	Weekly	Mechanic	
13	Cabin door handle, glass, fire extinguisher & First aid box.	Weekly	Mechanic	
14	Condition of all wheel mounting stud & nut	Weekly	Mechanic	
15	Fan Belt condition & tension (1/2# # ¾#)	Weekly	Mechanic	
16	Engine oil level (Between high & low)	Weekly	Mechanic	
17	Brake fluid level	Weekly	Mechanic	
18	Rear view mirror	Weekly	Mechanic	
19	Propeller shaft bolts tightness	Weekly	Mechanic	
20	Tie Rod end condition	Weekly	Mechanic	

Signature of Operator/ Mechanic

Signature of Supervisor

Checklist for Mobile Crane

Crane No. #####.. Capacity ##### Date #####..

Sl.No.		Items Inspected	Status	Action Recommended	Remarks
		OK Not OK			
1.	General Observation				
a)	Load testing site condition				
b)	Barrication of load testing area				
c)	Availability of caution boards				
d)	Clearance taken or not				
2.	Boom Condition (Insp. Record)				
a)	Cross member				
b)	Main member				
c)	Foot pin condition				
d)	Guy rope condition				
e)	Sheaves condition (wear of pulley groove)				
f)	Boom alignment				
g)	Boom hoist mechanism				
h)	Boom hoist brake				
i)	Parking brake (in case of wheel crane)				
j)	Availability of guards in all moving components				
k)	Display of Do's and Don'ts in operator's cabin				
3.	Condition Monitoring				
a)	Hook Pulley mounting pin Locking arrangement.				

- b)

Wire rope inspection record (wear limit not more than 7% of dia)
- c)

Hook block wear (limit not more than 15%)
- d)

Hook throat opening (Std / deviation)
- e)

NDT test record of all load members
- f)

Any evidence of hook twisting
(not more than 10 degree)
4.

Under Carriage
- a)

Travelling brake condition
- b)

Tyre condition
- c)

Out rigger & pad
- d)

Any oil / water leakage
- e)

Any defect in turntable arrangement (crack or bolt missing)
- f)

Condition of shims and locks of
chain tightening arrangement
5.

Safety System
- a)

Angle indicator condition & its visibility
- b)

Calibration record of angle indicator
- c)

Availability of load chart in the crane
- d)

Functioning of load over hoist alarm system
- e)

Functioning of load indicator system (to know Over Load)
- f)

Boom Over Hoist Alarm system
- g)

Hook Latch
- h)

Operator seat condition
6.

Load Carrying Members
- a)

Any drifting load carrying hydraulic cylinder (wheel crane only)
- b)

'A' frame condition
- c)

Vertical column
- d)

Tie rod Condition
7.

General Checking
- a)

Competency test of operator
- b)

Eye test certificate
- c)

Head light & back light
- d)

All safety glass of the crane
- e)

Fire extinguisher installed or not
- f)

Reversing alarm system
- g)

Remarks of crane performance during trial
- h)

Performance of crane is OK with load of ## Tons at radius
in boom length
- If required, crane is to be de-rated from #####.. to #####. tons.

Any observation other than the above.

Signature of Inspector

Signature of Supervisor

OPERATOR CHECK LIST - Wheel Equipments

Equipment No#####Shift#####Hour Meter#####...Date#####

Sl no.	Job	Ok	Not Ok	Remarks
2	Engine oil level (Between high & low)			
3	Water level in radiator			
4	Brake fluid level (For Hydraulic Brake)			
5	Transmission oil level			
6	Hydraulic oil level			
7	Fan, Alternator, Water pump & Belt condition & tension (1/2" - ¾")			
8	Condition of Radiator hose & Flex coupling			
9	Mounting bolt of propeller shaft			
10	Condition of Tyre & air pressure Front/Rear			
11	Condition of all wheel mounting stud & nut			
12	Cabin door, handle, glass,			
13	Three piece mirror / Rear view mirror			
14	Parking brake			
15	Service Brake			
16	Operator seat & seat belt			
17	Dumper dallah & his lock			
18	Cleaning of Glass, head light & number plate			
19	Fire extinguisher & First aid box.			

Checking of Engine after starting1 Engine oil pressure (0.5kg/cm2-7kg/cm2)

2	Temperature of water (75-850C)			
3	Battery charging meter			
4	Air pressure (8kg/cm2)			
5	Free play of steering (150-200)			
6	Free play of clutch (1/2")			
7	Any abnormal sound			
8	Any leakage of out side			
9	Head light, blinker, wiper horn, back up alarm & light			
10	Out side Condition of hydraulic cylinder			

Signature of Operator

Signature of Supervisor

Operator Check List(Crawler Equipment)

Date #####. M/C. No#####..

HMR:#####...

"SL

No."	DESCRIPTION OF JOB	Ok	"Not
	Ok"	REMARKS	
1	Check oil level as written below :		
	i. Engine oil	H / M / L	
	ii. Hyd. oil	H / M / L	
	iii. Trans. Oil		
	iv. P.T.O oil		
	v. Swing Gear Box		
2	Check Radiator coolant level and pressure cap		
3	Cleaning of glass and head light		
4	Check belt tension (3/4# deflection Max.)		
	i. Fan belt & fan hub play		
	ii. Water pump belt		
	iii. Alternator belt		
5	Check the condition of :		
	i. Radiator Upper hose / Flex coupling		
	ii. Radiator Lower hose / Flex coupling		

- iii. Engine oil cooler hose
- iv. Cabin door glass, handle etc
- v. Operator seat and seat belt
- 6 Check
 - i. Locking / Welding crack of Master pins.
 - ii. Tensioning of Track chain
 - iii. Greasing of the pin
- 7 Check
 - i. Bucket pin locking
 - ii. Boom and other pin locking
 - iii. Canopy / bonnet mounting
 - iv. Hitachi boom top steel pipe clamping
 - v) Condition of bucket teeth
- 8 Check & note the reading
 - i. Engine oil pressure (0.1 kg/sq.cm # 7 Kg/sq.cm COLD)
 - ii. Water tempreature
 - iii. Charging
 - iv) Hour Meter Reading
- 9 Start engine & check smoke condition, light, horn, alarm etc.
- 10 Swing brake
- 11 Crawler brake
- 12 Check all operations
- 13 Check fire Extinguisher & First Aid Box
- 14 Check all caps Radiator / hyd. tank / Diesel tank / trans. / Engine oil Filter
- 15 a) Check any oil leakage
- 16 b) External condition of hydraulic cylinder & its piston rod
- 17 c) Hyd. hose condition & other abnormality, if any
- 18 Operators complain, if any

Signature of operator

Signature of Supervisor

The Checklists in excel and word format are available in e-procurement site under Facilities tab (Go to Facilities tab then to General Message and then select Guidelines from drop down)

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

24. Tata Steel encourages all vendors to deploy at site only competent persons certified in their respective skill(s) by SNTI/JNTVTI, authorised for this purpose. The skill certification of the person should match with the job(s) being performed by him/her at the site.

Plant : 082 Information Technology Service
General Instructions : Sales Tax in no case will be borne by the Steel Co.

For Tata Steel Limited

Authorised Signatory

Gourav Goyal

**Specialist IT
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