Birla Corporation Ltd

1 Shakespeare Sarani
A.C. Market (2nd Floor)
Kolkata - 700071
Tel : 033 6603 3300-02
Fax : 91 33 2288 4426
E-mail : admin@rblcement.com
PAN : AABCB2075J

Vendor Code : **50027010**
Vendor Name : **Vishwas Sansthan**
Add : Bhagwant Kaur Colony Raebareli - 229001 Uttar Pradesh India
GSTN NO : **GSTNOTAVAILABLE**
State Code:GS
Tel :
Contact Person:Mr. Bipin Bajpai
Contact Number:
Email:vishwasngo@gmail.com

WO NO: 4562028759
WO Dt: 01.07.2026
Original
Dt:01.07.2026

Vendor's Ref:As per agreement dated 15.06.2026

Buyer Contact No:
Buyer Email:nirmalya.dey@birlacorp.com

We are pleased to place this order for the following services subject to terms and conditions mentioned below and overleaf.

Item	Service/ SAC Code	Service Description	Quantity	UOM	Base Price	Disc	Unit Price
1	998717	SERVICE CHARGES FOR NGO	1.00	AU	1435000.00	0.00 %	1,435,000.00
	3007281/998717	LIVELIHOOD DEVELOPMENT PROJECT UNDER CSR	1.00	EA	1435000.00		1,435,000.00
		Tax Rate : Input CGST SGST 0% ITC			Tax Amt:		0.00
					Total		1,435,000.00

Delv Plant GST No: 09AABCB2075J1ZO State Code:09
Delv. Plant: Raebareli Cement Works
Bill to Address: Birla Corporation Ltd. Raebareli Cement Works,Plot No. D/9 to D/13,,UPSIDC Industrial Area, Phase II,,Amawan Road, P.O. Raebareli,Raebareli,Raebareli-229001,INDIA
Ship to Address:(If different from Bill to)

Net Value: 1,435,000.00
Total Tax: 0.00

Item	Service/ SAC Code	Service Description	Quantity	UOM	Base Price	Disc	Unit Price
2	998717	SERVICE CHARGES FOR NGO	1.00	AU	1503204.00	0.00 %	1,503,204.00
	3007281/998717	LIVELIHOOD DEVELOPMENT PROJECT UNDER CSR	1.00	EA	1503204.00		1,503,204.00
		Tax Rate : Input CGST SGST 0% ITC			Tax Amt:		0.00
					Total		1,503,204.00

Delv Plant GST No: 09AABCB2075J2ZN State Code:09
Delv. Plant: Raebareli Hi Tech Cement
Bill to Address: Birla Corporation Ltd. Raebareli Hi Tech Cement,Plot No. D/14 to D/15,,UPSIDC Industrial Area, Phase II,,Amawan Road, P.O. Raebareli,Raebareli,Raebareli-229001,INDIA
Ship to Address:(If different from Bill to)

Net Value: 1,503,204.00
Total Tax: 0.00

Total WO Val in INR: 2,938,204.00

RUPEES TWENTY NINE LAKH THIRTY EIGHT THOUSAND TWO HUNDRED FOUR ONLY

1 Service Location : **BCL-RCW and RHTC Plants**
2 WO Validity Period : **01.04.2026 31.03.2027**
3 Payment Terms : **To Pay Vendors**

INTEGRATED COMMUNITY DEVELOPMENMT PROGRAM-CAPACITY BUILDING AND DEMONSTRATION, ORGANISING HEALTH CAMPS, PROMOTION OF KITCHEN GARDEN, NUTRITION KIT SUPPORT FOR SAM,MAM & TB PATIENTS, SKILL DEVELOPMENT TRAINING, REMEDIAL CLASS, NON-FARM LIVELIHOOD MATERIAL SUPPORT AS PER REQUIREMENT AND FIELD STATUS WITH NGO VISWAS SANSTHAN.

1) GST : Not applicable.
2) WHT/ TDS : Will be deducted as per Rules.
3) Other terms & conditions and scope of work will be as per attached agreement dtd. 15.06.2026.

#You are requested to confirm your acceptance or issue with regard to the Purchase Order within 5 days, failing which we will consider it as accepted.
#This document contains general terms & conditions as annexure

Registered Office: Birla Building, 9/1 R N Mukherjee Road, Kolkata-700 001.
CIN-L01132WB1919PLC003334
Phone :- (91)(33) 3057 3700/3041 0900 Fax :- (91)(33) 2248 2872/7988
E-mail:- coordinator@birlacorp.com Website:- www.birlacorporation.com

For Birla Corporation Limited

SINCE IT IS A COMPUTER GENERATED COPY, NO SIGNATURE IS REQUIRED

General Terms & Conditions for Purchase Order

1. ACCEPTANCE

The "Vendor" or "Seller" or "Contractor" or "Service Contractor" has read and understood this Purchase Order/contract and agrees that Seller's acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions of the Purchase Order/Contract in its entirety.

2. DEFINITIONS

"Purchaser" "Owner"," Buyer" or "Company" shall mean the name and address of "Purchaser" Owner"," Buyer" or "Company" as mentioned in the Purchase Order.

"Purchase Order" means any purchase order issued pursuant to the Agreement together with all annexures, schedules, enclosures, Documentation and any other attachments and amendments thereof and the Drawings, specifications referred to therein.

"SCC" means "Special Conditions of Contract" forming part of the Agreement.

"GTC" means these General Terms and Conditions.

"Scope of Work" ("SOW") or "Work" inter alia means Purchaser's requirements, describing in details the nature of the work and activities to be performed by the Vendor, Technical Specifications, the duration of such requirement, and work performed, the expected time of commencement and completion, detailed responsibilities and other relevant particulars.

"Site" means Purchase's designated place where the Goods are required to be delivered and/or installed in terms of the Contract/ Purchase Order.

"Vendor" or "Seller" or "Contractor"/Supplier shall mean the person, firm or company and its Affiliates, legal successors in title and permitted assigns with whom Purchaser acting through itself or any of its Affiliates or nominees has placed the Purchase Order.

"Goods" means all items including raw materials, processed materials, equipment, machineries, fabricated goods, services, drawings, instruments, Hardware and Software or other documentation as applicable which the Supplier is required to supply to the Purchaser in terms of the Contract.

"Annual Maintenance Services" ("AMC") means, the services provided by the Vendor /Contractor or its authorized representative under a separate contract for the maintenance and operation of the Goods supplied by the Vendor.

"Agreement" or "Contract" means collectively LoI, GTC, SCC, Purchase Order, any special conditions to be incorporated as a part of LoI and appendices, tender documents, all annexes, annexures, schedules, enclosures and documentation attached hereto or thereto, or incorporated herein or therein as may be amended, modified or supplemented from time to time.

"Force Majeure" shall have the meaning ascribed to it in Clause 34 of this General Terms & Conditions for Purchase Order.

3. CONFLICT AND PRIORITY OF DOCUMENTS

Subject to the foregoing of the agreement, these General Terms and Conditions of Contract and other sections hereto forming the Contract are to be taken as mutually explanatory to one another but in case of ambiguities or discrepancies, the same shall be interpreted with reference to the following order:

a) Purchase Order/Contract.
b) Special Condition of Contract ("SCC").
c) Price Schedule, including all Appendices and/or Addenda, the latest taking precedence.

d) Technical Specifications (including drawings)
e) General Conditions of Contract ("GCC") to the Contract.
The terms and conditions of this Purchase Order supersedes all other terms and conditions as mentioned elsewhere in any other document(s) exchanged between the Company and the Contractor, prior to the issuance of this Purchase Order.

4 TITLE AND RISK OF LOSS

Except as otherwise provided herein, all Goods furnished by Vendor hereunder shall become the property of Purchaser when the first of the following events occurs:

a) The Goods or part thereof are first identifiable as being appropriated to the Purchase Order for which payment will be mutually agreed upon.
b) When Purchaser pays for the Goods or part thereof in accordance with the terms of the Agreement.
c) When the Goods or part thereof are delivered to Purchaser or its Affiliates or the Authorized Persons as applicable and the same is accepted by them without any demur or protest.

5. PURCHASER'S RIGHTS

5.1 Any Technical Specifications, plans, drawings, patterns or designs supplied by Purchaser to Vendor in connection with the Agreement shall remain the property of Purchaser as applicable.
5.2 Title to all drawings, Technical Specifications, calculations and other documents specifically prepared by Vendor or Sub-Vendor in connection with the Goods to be supplied to Purchaser shall vest in Purchaser and Purchaser shall have the right to use these drawings, Technical Specifications, calculations and other documents without any obligation of any kind to Vendor or Sub-Vendors.

6. WARRANTY

a) The Seller warrants that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by the Purchaser, and will be merchantable, of good material and workmanship and free from defect. In addition, the Seller acknowledges that the Seller knows of the Purchaser's intended use and warrants that all goods covered by this contract that have been selected, designed, manufactured or assembled by the Seller based upon the Purchaser's stated use will be fit and sufficient for the particular purposes intended by the Purchaser.
The Supplier shall repair / replace free of cost, any or all parts which is found defective / not in conformity with the ordered quality and/ or Specifications, irrespective of whether such defect and / or non - conformity with the quality or Specifications have been detected by the Company during execution or after delivery. Similarly, the Supplier shall repair / replace free of cost in full or part, any or all parts in the event of their failure due to faulty design or workmanship or any other inherent problem(s) during the stipulated guarantee / warranty / defect liability period as per the Purchase Order, within a period of 18 month from the date of acceptance of the Goods by the Company or 12 months after the same has been put to use, whichever is later, unless otherwise agreed by the Company with the Supplier in writing.

b) For the purpose of this clause 6.0 the decision of the Purchaser shall be final and binding on the Vendor.

Delay due to "Force Majeure" event; In case of delay occurring due to any 'Force Majeure' event within the agreed delivery terms, the delivery date(s) may be extended by the Company at its option on receipt of request from the Supplier.

7.0 STORAGE

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8.0 TRADE TERMS
All trade terms used in the contract shall have the same meanings as defined by the INCOTERMS 2010 (International Rules for the Interpretation of Trade Term) including any latest modifications thereto, entered into by the International Chamber of Commerce, unless the meaning is very clear from the Purchase Contract.
9.0: TIME IS ESSENCE OF AGREEMENT
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10.0 PACKING AND DISPATCH
a) Goods processed and supplied against this order must be properly packed and dispatched conforming to special instructions, if any, given for safe transport by road/rail/air/water to the specified destination. The Seller shall package and ship all goods in accordance with such industry standards as may be applicable to ensure that the goods are received by the Purchaser in good condition in compliance with the Purchase Order. The applicable Purchase Order number must appear on all shipping containers, packing lists, delivery tickets, bills of lading, railway receipts, goods consignments notes, delivery challans etc.

b) In case of dangerous goods, the Seller shall submit details of packing and transportation plan to the Purchaser for confirmation prior to shipment.

c) All packing lists, delivery tickets, bills of lading, railway receipts, goods consignments notes, delivery challans etc. shall be made out in the name of Purchaser and not in personal names or to self except from the negotiation of the documents through bank. Any expenses incurred for taking delivery of the consignment dispatched in a manner otherwise than stipulated above will be recovered from the Seller.
The Purchaser shall be under no obligation to accept materials received by the Purchaser in excess of the quantity ordered and the same shall remain at the Purchaser's premises at the Seller's entire risk.

d) Materials / goods must be supplied / dispatched within the time subject to the condition specified in the order. The time for and date of delivery stipulated in the purchase order shall be deemed to be of the essence of the contract and delivery shall be completed not later than the date specified within the period prescribed for such delivery.

e) The Purchaser reserves the right to delay the delivery of the supplies without any change in price.

The Purchaser reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by the Purchaser after receipt of documentation in such form and detail as the Purchaser may direct.

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

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

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

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

j) All packages shall be visibly marked mentioning Purchase Order number and name of Purchaser in bold legible letters and must contain copies of challans /packing slips inside and/or as specified in the Purchase Orders.)

k) Damages to any goods/materials for want or lack of proper packing without ensuring the protection to goods will be at the risk of the Sellers.

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

11.0 DAMAGE / LOSS OF CARGO IN TRANSIT, DELIVERY TERMS & ADDRESS:

Vendor shall be solely responsible (As applicable) for coordinating with the concerned insurance company(s) for procuring insurance for material and/or Goods, processing claim lodgment and settlement. Notwithstanding the insurance cover, in case of loss / damage to material and/or Goods, in any manner and for any cause whatsoever, Vendor shall cause the damaged cargo to be replaced and delivered to the Purchaser with new material and/or Goods within agreed timeline between Purchaser and Vendor, for such loss / damage. The Vendor shall be solely responsible for all expenses in relation to the replacement and delivery in such circumstances.

The Goods shall be delivered in accordance with the delivery terms specified in the Purchase Order. The Vendor shall also provide estimate of Freight & Insurance in case of FOB (Free on Board).

Transhipment- allowed unless specifically mentioned otherwise in individual Purchase Orders.
Part Shipment allowed unless specifically mentioned otherwise in individual Purchase Orders.
Acceptance of Goods shall also be subject to:
a) Receipt of factory/staging test and inspection reports from the Vendor.
b) Receipt of test reports and despatch clearance/release note by Purchaser.
Vendor shall deliver all Goods as set forth in the SOW of a Purchase Order as per the schedules set out in the Purchase Order.

12. TAXES & DUTIES

a) All statutory levies i.e., Customs SGST, CGST and IGST etc., will be charged separately in the invoice by the Vendor/Contractor.

b) The Company shall deduct any applicable Indian and/or foreign withholding taxes on payment(s) to be made to the Supplier.

c) Any new levies, taxes and duties imposed by a competent authority by way of fresh notification(s) subsequent to the issue of the Purchase Order, but within the stipulated validity period of the order, shall be mutually agreed by the Parties.

d) In case of loss of input tax credit due to non-deposit, non-upload of invoice, upload made against wrong GSTIN or delay in deposit of any tax/duties by the Contractor or non-disclosure of sale/supply or any other reason, the Company shall be entitled to charge to and/or recover from the Contractor in the manner mentioned this Purchase Order. Without prejudice to above, the Contractor undertakes to indemnify the Company for any loss or damage suffered by the Company in this regard.

e) The Company will not reimburse taxes or duties which has been paid arising out of any demand raised by the tax authorities alleging any non-levy or short levy by reason of fraud, collusion or any wilful mis-statement or suppression of facts or contravention of any provisions of the laws with intent to evade payment of tax or duty by the Contractor. The Company will not be liable to reimburse any interest or penalty arising out of any default on the Part of the Contractor.

f) The company reserves the right to hold the GST payment wherever it has reasons to believe that the GST payments/compliance has been Outstanding at Vendor/Contractor's end.

g) In case of reduction in duties of taxes / levies or any modification in the tax regime at the time of rendering of Services, the benefit of the same shall be passed on to the Company. Notwithstanding what is stated above, changes in taxes, duties and levies shall apply only to the unexecuted portion of Contract as on the date of notification by the competent authorities.

h) Manner of issue of invoices: Supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by Government agencies on account of lack of proper documents or any miss-declaration. Where the supply of goods/ services is liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".

13. OBLIGATIONS OF THE VENDOR/CONTRACTOR

The Vendor/Contractor undertakes:

a) To execute the Contract diligently and to the satisfaction of the Company. In case of any complaint, the decision of the Company shall be final and binding upon the Vendor/Supplier.

b) The Vendor/Supplier shall not engage any sub-contractor or assign the Contract or part thereof without prior written permission of the Company. In all case, the Vendor/Supplier shall always remain responsible and liable, even when it is permitted to engage a sub-contractor. The Vendor/Supplier shall indemnify the Company for any loss or damage incurred by the Company in this regard.

c) If at the request of the Vendor/Supplier, materials are supplied / given on hire by the Company to the Supplier on a chargeable basis, (which the Company is not obligated to provide in terms of the Purchase Order), the rates for the said materials as decided by the Company shall be binding on and recoverable from the Vendor/Supplier. It shall be the responsibility of the Vendor/Supplier to enquire and ascertain the rates from the Company prior to acceptance / utilization of the materials. The Vendor/Supplier shall utilise any free issue materials or assets of the Company, solely for the purpose for which they have been entrusted to the Vendor/Supplier.

d) On completion of the Purchase Order, the Supplier shall return all the materials given to it and in case the Vendor/Supplier cannot return or is not able to return such materials; its value will be recovered from the Vendor/Supplier in the manner mentioned in the Purchase Order.

e) Where the Vendor/Supplier is executing any Work at its site, the Vendor/Supplier must furnish to the Company interim progress reports pertaining to its manufacturing process / delivery position, as required by the Company from time to time. The Company may, at any time, depute its personnel to visit the Vendor/Supplier's godown / site for scrutiny / verification of its materials or assessment of the progress of the Work and the Vendor/Supplier must provide all necessary assistance apropos the same.

f) The Vendor/Supplier using motor vehicles and other equipment within the factory or premises of the Company must take out proper insurance policies covering third party risk or accident to the plant, machinery and workers of the Company.

g) All requirements pertaining to the welfare of the workforce deployed by the Vendor/Supplier, including but not limited to medical treatment and insurance, must be taken care of by the Vendor/Supplier and the Company shall not be responsible in any way.

h) The Vendor/Supplier shall issue photo identity cards to its employees working in the Company premises and shall furnish to the Company a list of names of its employees with the copy of the identity cards issued by the Vendor/Contractor.

i) The Vendor/Supplier shall remove all its tools, tackles and other materials within fifteen days after completion of the Work or determination or termination of the Purchase Order, as the case may be, failing which the Company shall be entitled to utilise those materials in any other work by any other supplier without any additional cost or liability to the Company. The Company may, at its discretion, either sell the said materials or remove the same to the Scrap yard at the cost and expenses of the Vendor/Supplier.

j) All electrical / IT equipment supplied to the Company including software should be licensed with adequate certification.

k) The Vendor/Supplier would alone be responsible to keep vigil and post watchman to guard / protect / secure its properties. The Company would not be liable in any manner whatsoever for any shortage or theft until the materials of the Vendor/Supplier are handed over to the Company against official receipts.

l) The Supplier must inform the Company about any change in its constitution, shareholding or Control prior to its applicability.

14.. COMPLIANCE

The Vendor/Supplier undertakes to adhere to the following compliance:

a) Employment Age Restriction: Employment of any person who has not completed the age of 18 years in the factory or premises of the Company is prohibited. The Contractor shall furnish valid government document(s) as proof of identity and age for all its employees/workmen working within the premises or establishment of the Company, prior to their engagement in the factory premises of the Company.

b) The Contractor shall be responsible to inter alia obtain labor license against each Purchase Order, as applicable, and share the copy thereof with the Company.

c) The Supplier shall maintain muster roll in the prescribed statutory form or amendments thereof. If permission to subcontract the Purchase Order is granted by the Company, the Vendor/Supplier will be responsible for ensuring that each of the sub-contractors maintains a similar muster roll for the labour employed by it. This muster roll shall always be available during working hours at the site of the Work for inspection by the representatives of the Company or the competent authority under the applicable laws.

a) The Vendor/Supplier shall be responsible to obtain separate P.F. Code under the provisions of Employees Provident Funds & Miscellaneous Provisions Act, 1952 as amended from time to time, or any equivalent code under any applicable Laws, so that the Vendor/Supplier can deposit the P.F. contribution of its employees and ensure proper compliance with the P.F. authorities.

b) The Supplier shall be responsible to obtain separate ESIC Code, if applicable, under the provisions of Employees State Insurance Act, 1948 as amended from time to time, or any equivalent code under any applicable Laws, so that the Supplier can deposit the ESIC contribution of its employees and ensure proper compliance with the ESIC authorities.

c) In absence of ESIC, the Contractor shall obtain appropriate Workmen/Employees Compensation policy for its workforce and share the copy thereof with the Company.

d) The Supplier shall abide by the minimum wages stipulated by Government from time to time for payment to its employees. If the Supplier fails to make payment of any dues to its employees or to provide any amenity and benefits which the Supplier is obliged under law to pay /provide, the Company in that event shall be entitled to recover, the amount so paid or the cost of amenity / benefits so provided on behalf of the Supplier, from the Supplier in terms of this Purchase Order.

e) The Supplier shall attach muster roll, PF challan & ESIC challan of previous month(s) along with bills or invoice for checking/verification of compliance by the Company.

f) The Supplier shall abide by all the rules and regulations of the Company, including Occupational Health and Safety Rules and Environmental Regulations (HSE).

g) Any transport vehicle carrying goods of the Supplier shall produce necessary documents (pertaining to compliance with the local laws and regulations) both of the vehicle and the Goods carried at the gate of the works of the Company, failing which the Company shall be entitled to refuse entry of such vehicle or the Goods inside its premises.

h) Any penalty imposed on the vehicle or the goods by any authority in this regard would be payable by the Supplier or recovered from the Supplier as per the terms of this Purchase Order.

i) Without prejudice to above said, the Supplier shall ensure compliance to all applicable laws including without limitation, industrial, labour laws, environment, mining laws etc.

j) OHS for all Services Contract will be separately signed and accepted in addition to the above compliance. However, in case of failure to sign the OHS it shall be deemed to be accepted by the Vendor.

15. SET OFF

Any money payable by, or recoverable from, the Vendor/Supplier, owing to its breach, delay and/or default under this Purchase Order, shall be recoverable by the Company, at its discretion from any money payable to the Supplier by the Company under this Purchase Order or under any other contract, by deducting such sums from the amount due to the Supplier or from the Security Deposit of the Supplier under this Purchase Order or any other contract. This remedy is in addition, and not in derogation, to any other remedies available to the Company under the Contract, law, equity or otherwise.

16. INTELLECTUAL PROPERTY RIGHTS

The Supplier shall not claim any proprietary and/or other right in respect of the Company's trademark and/or other intellectual property applied to/used in relation to the Goods/Services supplied by the vendor. The Supplier shall apply the said trademarks and/or intellectual property strictly upon/in relation to the Goods that are to be supplied to the Company hereunder and such use shall be for and on behalf of the Company and shall not entitle the Vendor to claim any rights or title in respect thereof.

17. CONFIDENTIALITY

a) The confidential information, data, specifications, designs and drawings etc. ('Specifications') provided by the Company for the manufacture and/or supply of Goods under this Purchase Order, are Company's exclusive property. It shall be obligatory on the Supplier's part not to divulge or disclose or cause to divulge or disclose such Specifications to any third party without the prior written permission of the Company under any circumstances except in compliance of any order of a judicial forum. Provided however, the Vendor/Supplier shall give prior intimation to the Company in case of such disclosure.

b) The Vendor/Supplier shall not manufacture or caused to be manufactured the Goods for or on behalf of any third party, as per the Specifications of the Company as mentioned herein. The Vendor/Supplier shall not enter into, any direct or indirect, contract for sales of these Goods, nor solicit or entertain any enquires for sale of these Goods from any third party. Any enquiry received by the Supplier for these Goods, howsoever, must be sent or passed on to the Company forthwith by the Supplier.

c) The Vendor/Supplier's failure to carry out its obligations herein shall constitute breach of Contract which shall entitle the Company at any time to take steps to prevent the Vendor/Supplier from continuing the breach and also to claim damages for such breach of confidentiality clause, without prejudice to any other remedy available to it under the law.

18. INDEMNITY

The Supplier/ Vendor/Service Provider agrees to indemnify, defend and hold harmless the Company, its directors, officers and representatives from and against any and all losses, liabilities incurred, claims, demands, damages, costs and expenses in connection therewith ("Losses") asserted against or incurred by the Company, its directors, officers and representatives which arise out of, result from or payable by virtue of any breach of any covenant, undertaking, indemnity, commitments, representation or warranty made by the Supplier /Vendor/Service Provider under the Agreement, or due to any event which results or may result in any of the same being untrue, inaccurate or misleading. The Supplier/ Vendor/Service Provider also agrees to defend the Company against all actions, suits and proceedings taken against the Company under any legislation, statute or enactment and/or rules and regulations or by laws framed there under by virtue of the Supplier's/ Vendor's/Service Provider's failure to observe or non-fulfilment of any statutory condition or by virtue of the Supplier's/ Vendor's/Service Provider's negligence.

If the Vendor/Service Provider performs any work on the Purchaser's premises or utilizes the property of the Purchaser, whether on or off Purchaser#s premises, the Vendor/Service Provider shall indemnify and hold the Purchaser harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to the employees of the Purchaser or any other person arising from or in connection with the Vendor's /Service Provider's performance of work or use of the Purchaser#s property, except for such liability, claim, or demand arising out of the sole negligence of the Purchaser. The Vendor/Service Provider shall indemnify and hold the Purchaser harmless from and against any liability claims, demands or expenses (including attorney#s or other professional fees) arising from or relating to Seller's noncompliance.

19. TERMINATION

The Company reserves its right to terminate, cancel or rescind this Purchase Order or any part thereof after a written notice of 30 (thirty) days to the Supplier/ Vendor/Service Provider if:

a) The Supplier/ Vendor/Service Provider fails to supply the Goods or render Services in accordance with the terms of the Purchase Order;

b) The Supplier/ Vendor/Service Provider otherwise breaches any of the terms of this Purchase Order and if such breach is not capable of a remedy then the order shall be terminated by the Purchaser with immediate effect. If the breach is capable of remedy then the Supplier/ Vendor/Service Provider shall rectify the same within the notice period of 30 days (or other period as agreed upon) of the issue of notice by the Purchaser, failing which the Purchaser shall terminate the order. The Supplier/ Vendor/Service Provider shall bear all costs arising out of the incident;

c) Any legal proceedings are initiated against the Supplier for liquidation or bankruptcy;

d) The Supplier fails to deliver the Goods on time and/or replace the rejected Goods promptly;

e) The Supplier makes general assignment for the benefit of the creditors;

f) Receiver is appointed in respect of property of the Supplier;

g) Any other reason which in the absolute discretion of the Company warrants the termination of the Contract. On such termination or cancellation, the Company shall not be liable to pay any cost or damage to the Supplier /Vendor/Service Provider for any reason whatsoever.

20. ARBITRATION

a) In the event any question, dispute, difference or claim arises between the parties out of or under or in connection with or in relation to the Contract including any subsequent amendments thereto, the parties shall attempt in the first instance to resolve such dispute through amicable consultations within thirty (30) days of the reference of disputes by either Party.

b) If a dispute is not resolved through the consultations within thirty (30) days after a party of the one part has served written notice on the other party requesting the commencement of such consultations, then all disputes, differences and claims arising between the parties hereto under or in relation to this Purchase Order shall be referred to arbitration of a sole arbitrator to be mutually appointed by the Parties under the provision of Arbitration and Conciliation Act, 1996 including any statutory modification thereof.

c) The parties agree that the award of the arbitrator shall be final and binding upon the parties. The arbitration shall be held at Kolkata. The language of arbitration shall be English. Each of the Parties herein shall bear their respective cost of such arbitration.

21. JURISDICTION

The Agreement shall be interpreted in accordance with and shall in all respects be subject to the laws of the Republic of India. Subject to the provisions of Clause 27 and to the extent permitted under the provision of (Indian) Arbitration & Conciliation Act, 1996 the Courts of Kolkata (West Bengal, India) shall have exclusive jurisdiction in all matters relating to or arising out of the Agreement.

22. CODE OF BUSINESS CONDUCT

a) The Vendor/Supplier is aware that the Code of Business Conduct of the Company is a set of standards that applies to all employees of the Company. These standards set out the basic rules in carrying out their day-to-day business duties. The same is expected from all of Company Contractor(s). The Supplier acknowledges receipt of a copy of the said Code and warrants that its operations and business strategies are in line with the principles set out in Company's Code of Business Conduct by putting in place policies and procedures ensuring that all of its employees comply and undertake to keep complying, in all respects, with these principles.

b) Acceptance/execution of this Purchase Order shall be deemed to be (a) a confirmation by the Supplier that no benefit, either in cash or in kind, has been provided by him to any officer or employee, or any relative/associate of any officer or employee, of the Company or any of its associate companies, in order to secure this Contract, and (b) an undertaking by the Vendor/Supplier not to provide any benefit, either in cash or in kind, to any such officer/employee/relative/associate as reward or consideration either for securing this Contract or any matter related to this Purchase Order.

23. INDEPENDENT CONTRACTOR

The Parties agree that each party is acting as an independent contractor with respect to the other and nothing contained in this Contract is intended, or is to be construed, to constitute the Company and the Vendor/Supplier as partners or the Company or Supplier as an agent of the other. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking. Without limiting the foregoing, the Vendor/Supplier agrees that it will not, during or after the term of the agreement, represent to any person that they act for, or on behalf of, the Company. The Supplier shall not make use of Company's name or advertise its relationship with the Company without Company's written consent in each instance.

24. WAIVER

The failure of the Company in not invoking the conditions hereof or the indulgence shown to the Supplier in abstaining from enforcing any right hereunder shall not be construed as the waiver by the Company of such conditions or the said right and neither shall it prevent the Company from asserting or invoking the conditions or rights in terms hereof at a later stage.

25. SEVERABILITY

If any provision of this Contract is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any Party hereto under this Contract will not be materially and adversely affected thereby,
a) Such provision will be fully severable,
b) This Contract will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and
c) The remaining provisions of this Contract will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

26. SURVIVAL
The clauses pertaining to Compliance, Intellectual Property Rights, Confidentiality, Set Off, Indemnity and Dispute Resolution shall survive the termination of this Purchase Order.

27 HSN/SAC
In case of receipt of advance, the Vendor/Service Provider undertakes to raise the necessary statutory document i.e., Receipt Voucher (in the format as prescribed under GST Act and Rules made there under). Further the Vendor/Service Provider declares to raise the prescribed

documentation governing the movement of goods.

28 DISCOUNTS
Any known discount should form part of terms of the agreement and invoice / credit note with the requisite detail as required under the GST law, to enable Purchaser to claim GST adjustment.

29 OTHER POINTS
Any Liability arising out of dispute on the tax structure, calculation and payment to the Government will be to the Vendor/Service Provider's account. The Purchase Order/Works Order/Service Order shall be void, if at any point of time Vendor/Service Provider is found to be a black listed dealer as per GSTN rating system, no further payment shall be released. Vendor/Sub contractor/ Service Provider shall communicate to Purchaser with regard to any change in the registration, issue of blacklisting or any noncompliance irrespective of the fact that whether such events are attributable to the Vendor/Service Provider or not. Any local levies and or other charges levied by any Central/State/Local authorities wherever applicable shall be extra and Vendor/Service Provider /supplier shall be liable to discharge the same.

30.RISK PURCHASE

In the event of any failure or delay on the part of the Vendor/Service Provider to perform the order completely or partly at any point of time during execution of the contract / order, or in the event of rejection of your material/ service at Company's site, Company shall have the right to make an alternate arrangement, which Inter Alia may involve purchase of entire / remaining material / services from other source to complete the supply/ service at risk and cost of the Vendor/Service Provider without assigning any reason and the additional liabilities shall be borne by the Vendor/Service Provider.

31. MSMED CLAUSE:
Vendor/Service Provider must submit the MSMED certificate, if it is registered under the Micro, Small and Medium Enterprises Development Act, 2006 or any other equivalent laws.

32.VENDOR CODE OF CONDUCT

Vendor shall be liable to adhere to the Vendor Code of Conduct, attached hereto as Annexure A ("Vendor Code of Conduct" and hereinafter referred to as "Code") of the Agreement and shall be liable to comply with the procedure/ mechanism in regard to the said Code.

33. TOOLS AND TEST EQUIPMENT

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

34. FORCE MAJEURE

In no event shall either Party has any liability for failure to comply with the Agreement, if such failure is due to occurrence of an event beyond its reasonable control which the affected Party could not have avoided even if the affected Party had taken reasonable care. The term 'Force Majeure' as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, quarantine restrictions, epidemic, pandemic, freight embargoes, radioactivity, fire, floods, Cyclones, Typhoons, explosions, earthquakes, volcanic eruptions, and other natural calamities, and acts and regulations of the Government of India or State Government or any of the statutory agencies.
Both the party shall pay to the other party, the amount payable / receivable as the case may be under the Agreement till the date of commencement of such Force Majeure.
Upon the occurrence of a Force Majeure Event, the party alleging that it has been rendered unable to perform any of its material obligations under the Agreement as aforesaid, thereby shall notify the other party in writing immediately but not later than 5 (five) days of the commencement thereof giving full particulars and satisfactory evidence in support of the claim. Upon cessation of such Force Majeure Event, the affected Party shall within 3 (three) days of such cessation intimate the other Party of such cessation.
During the period of Force Majeure, the obligations of both the parties shall, after notice under this clause be suspended for the period during which such cause lasts. In the event of the Force Majeure conditions continuing or reasonably expected to continue for a period of more than thirty (30) days, either party shall have the option of terminating the Contract by giving seven (7) days' notice thereof to the other party.

35 INTENTIONALLY LEFT BLANK

36 PRICE AND PAYMENT

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

37.0 EXCESS MATERIAL

The Vendor/Service Provider shall have the right to remove all and any excess Material, as supplied by the supplier, as and when desired. The Purchaser shall issue the necessary gate pass for removal of such excess material as and when requested by the Vendor. Alternatively, the Purchaser may settle payment on mutual agreement with the Vendor and may retain such excess Material.

38.0 AMENDMENT & CANCELLATION

Company will reserve the right to amend/ cancel the order, in case the Service Provider fails to provide satisfactory services as per the requirements

39.0. COMPLIANCE WITH LAW AND REGULATIONS:

The Seller/ Vendor/Service Provider shall abide by all applicable laws, rules, regulations, orders, conventions, ordinances and that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety in carrying out the work outlined in the order. The Seller/ Vendor/Service Provider shall conform to all applicable statutory and regulatory requirements.

The Purchaser reserves the right to terminate the order or return the supplies if the Seller/ Vendor/Service Provider is in non-compliance with any applicable laws and regulations.

40.0.NO CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary in the Purchase Order, except for breach of obligations and except as expressly provided in a Purchase Order/GTC, in no event, as a result of breach of contract or breach of warranty or otherwise, shall either Party hereto or either Party's Affiliates or subcontractors, be liable under the Purchase Order to the other Party for any consequential, special, indirect, exemplary or incidental damages, and/or for any lost profits, goodwill or revenues of such Party, howsoever arising, before or after Acceptance of the Goods and whether or not such damages are foreseeable.

41. WORKING HOURS
Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed the maximum as set by local laws.

Annexure A

VENDOR CODE OF CONDUCT

Purchaser is committed to conduct its business in an ethical, legal and socially responsible manner. To encourage compliance with all legal requirements and ethical business practices, Purchaser has established this Vendor Code of Conduct (the "Code") for Purchaser's Vendors/Service Providers. For the purposes of this document, "Vendor/Service Provider " means any company, corporation or other entity that sells, or seeks to sell goods or services, to Purchaser, including the Vendor's/Service Provider's employees, agents and other representatives.

Fundamental to adopting the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates. This Code encourages Vendors/Service Providers to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance in social and environmental responsibility.

I. Labor and Human Rights

Vendors/Service Providers must uphold the human rights of workers, and treat them with dignity and respect, as understood by the international community.
Fair Treatment - Vendors/Service Providers must be committed to a workplace free of any kind of harassment. Vendors/Service Providers shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.

Antidiscrimination - Vendors/Service Providers shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors/Service Providers shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors/Service Providers shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where it is required by applicable law or regulation, or it is prudent for workplace safety.

Freely Chosen Employment - Forced, bonded or indentured labor or involuntary prison labor is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.

Prevention of Under Age Labor - Child labor is strictly prohibited. Vendors/Service Providers shall not employ children. The minimum age for employment or work shall be 14 years of age or the minimum age for employment under the relevant Laws in India whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with the Articles of ILO that has been ratified by the Republic of India.

Juvenile Labor - Vendors/Service Providers may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their health, safety, or morals, consistent with the articles of ILO that has been ratified by the Republic of India.

Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any disciplinary wage deductions shall conform with the local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.

Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed the maximum set by local laws. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.

Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors/Service Providers are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Worker's rights to join labor unions, seek representation and or join worker's councils in accordance with local laws should be acknowledged.

II. Health and Safety

Vendors/Service Providers must recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Vendors must also recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are:

Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.

Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.

Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.

Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labor agent are to be maintained clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.
Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

III. Environmental

Vendors/Service Providers should recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the environment and natural resources are to be minimized while safeguarding the health and safety of the public.

The environmental standards are:
Product Content Restrictions - Vendors/Service Providers are to adhere to all the applicable laws and regulations regarding prohibition or restriction of specific substances including labelling laws and regulations for recycling and disposal. In addition, Vendors/Service Providers are to adhere to all environmental requirements specified by Purchaser.

Chemical and Hazardous Materials - Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

Air Emissions - Air emissions from volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

Pollution Prevention and Resource Reduction - Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Wastewater and Solid Waste - Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

Environmental Permits and Reporting - All required environmental permits (e.g., discharge monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

IV. Ethics

Vendors/Service Providers must be committed to the highest standards of ethical conduct when dealing with workers, suppliers, and customers.

Corruption, Extortion, or Embezzlement - Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Vendors/Service Providers shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as a Vendor/Service Providers and in legal action.

Disclosure of Information - Vendors/Service Providers must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws, regulations and prevailing industry practices.

No Improper Advantage - Vendors/Service Providers shall not offer or accept bribes or use of any other means to obtain undue or improper advantage.

Fair Business, Advertising, and Competition - Vendors/Service Providers must uphold fair business standards in advertising, sales, and competition.

Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.

Community Engagement - Vendors/Service Providers are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.

Protection of Intellectual Property - Vendors/Service Providers must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how if required must be done in a manner that protects intellectual property rights.

V. Management System

Vendors/Service Providers shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the Vendors/Service Providers operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.
The management system should contain the following elements:
Company Commitment - Corporate social and environmental responsibility statements affirming Vendors/Service Providers commitment to compliance and continual improvement.

Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.

Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.

Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labor practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.

Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, targets and implementation plans including a periodic assessment of Vendors/Service Providers performance against those objectives.

Training - Programs for training managers and workers to implement Vendors/Service Providers policies, procedures and improvement objectives.

Communication - Process for communicating clear and accurate information about Vendors/Service Providers performance, practices and expectations to workers, suppliers and customers.
Worker Feedback and Participation - Ongoing processes to assess employee's understanding and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.

Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer's contractual requirements related to social and environmental responsibility.

Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy
The Code is modelled on and contains language from the Recognized standards such as International Labour Organization Standards (ILO), Universal Declaration of Human Rights (UDHR), United Nations Convention against Corruption, and the Ethical Trading Initiative (ETI),

which were used as references in preparing this Code and may be useful sources of additional information.
Notwithstanding anything to the Contrary, this code is in form of guidelines for the purpose of conducting the business of the Vendor/Service Provider in an ethical, legal and social manner. Any Deviation from such guidelines shall not be considered as a default under the Contract. However, the vendor shall try his best to act as per the code.