



GMR VARALAKSHMI FOUNDATION

(GMR VARALAKSHMI FOUNDATION-CSW CORPORATE)

GMR HIAL AIRPORT OFFICE, 3RD FLOOR GMR AERO TOWERS BUILDING, SHAMSHABAD
HYDERABAD - 500409 TELANGANA INDIA

TEL : 08941 253184 FAX : 08941 253185 E-MAIL : Amminaidu.PC@gmrgroup.in
CORPORATE IDENTIFICATION NO.: U80301AP2003NPL042195

DOMESTIC WORK ORDER

Vendor Code :334695

STEM LEARNING PRIVATE

1205, MARATHON ICON, MARATHON NEXTGEN CAMPUS, OPP. G.K.

MARG

LIMITED

MAHARASHTRA 400013

INDIA

Tel No : -91

Fax No :

E-Mail : meera.dhanuka@stemlearning.in

Reg. No : 27AAQCS0110G1ZL

Reg. Type : Registered

Kind Attention : Krishan

Your Offer No :

Offer Date :

Purchase Order No : 5200078914

Purchase Order Date : 11.06.2024

Amendment Number :

Amendment Date :

Amendment Reason :

GST REG NO : 36AACCG6476B1ZP

Work Order No : 5200078914

Work Order Date : 11.06.2024

Amendment Number :

Amendment Date :

Amendment Reason :

Contact Person : Dillip Kumar Kar

Tel : 6371160291

E-Mail : DILLIPKUMAR.KAR@GMRGROUP.IN

We are pleased to place the Domestic Work Order as per Terms & Conditions along with technical specifications mentioned below. All the terms, including price is on firm basis(Unless specified explicitly in the order).

Note: Vendors / Suppliers / Service providers are requested to submit their Invoice along with all supporting documents either thru digital mode or at Bill Desk / Mail Room of GMR Entity for further processing. Bills submitted to any of the employees in hand will not be valid for further processing. For further details, please refer "Invoicing Instructions" clause of PO.

Sl No	Item Description & HSN/SAC Code	UOM	Quantity Ordered	Unit Rate INR	Amount INR
00010	TRAINING OF TEACHERS 999299				40,000.00
	10.TRAINING OF TEACHERS	LSM	1.000	40,000.00	

Price Detail

	Integrated GST			18.000 %	7,200.00
00020	Set of 80 IWS Exhibits 9023	SET	1.000	331,949.00	3,31,949.00

Price Detail

	Integrated GST			18.000 %	59,750.82
00030	Furniture and Electrical fittings 9023	NO	1.000	40,000.00	40,000.00

Price Detail

	Integrated GST			18.000 %	7,200.00
--	----------------	--	--	----------	----------

Total Base Amount 411,949.00

Total Integrated GST 74,150.82

Total Net Value Incl. Tax*(INR) 4,86,099.82

W.O. No : 5200078914

Date : 11.06.2024

Amendment No :

Total Net Value Incl. Tax* (INR) - Four lakh eighty six thousand ninety nine and paise eighty two only

*Taxes shall be applicable as detailed in Purchase order terms (Tax clause)

** In case of Procurements where GST is payable on Reverse Charge Basis by Recipient, Net Value is excluding GST

Z102 15 days from the date of acceptance of Invoice

Terms and Conditions :

1 SCOPE OF WORK

Setting up of STEM mini science centre in Kamalanga High school.

2 PACKING & FORWARDING

a) The contract price shall be inclusive/ exclusive of all packaging and forwarding charges(As mentioned in price basis). The packaging shall be sufficient to withstand, any damage that may occur during transportation, loading /unloading, handling, moisture,vibration etc.

b) Material shall be suitable secured & packed in transport worthy packing to avoid any damage/loss/pilferage during transit. Any damage or loss during transit shall be to Supplier's account.

c) Packing, forwarding, Freight/ transportation charges from Supplier's factory/Warehouse/Recognized Dealer's go down to destination shall be to Supplier's scope and included in the unit rates unless it is specifically mentioned in contract.

d) Supplier shall be solely responsible for safe transportation of material up to destination. Purchaser shall not in any way responsible for any damage, loss, pilferage and shortfall during transit for whatsoever reason.

d) In case of any loss, damage, shortfall during the transit for whatsoever reason, Supplier shall balance materials promptly and within reasonable time, supply the material without any extra cost to the Owner with 15 days from date of such occurrence. Owner shall make the payment only for the material received in good condition at Owner's site.

e) Supplier shall also ensure that packing material used is environment / eco-friendly/ bio-degradable as per the prevailing guidelines of Govt. of india. Also please avoid utilization of asbestos,thermocool & plastic less than 75 Micron.

3 TAXES AND LEVIES

The contract price is inclusive of all applicable taxes, levies & duties except GST. GST will be paid extra as applicable as per statutory norms and shall be paid against submission of correct documentary evidences / correct invoice.

However, the contract/Agreement sum is including of materials, manpower, spares, consumables, tools, tackles, safety appliances, equipment, overheads, profits, labour cess, cesses, mobilization, de-mobilization, freight, transportation, loading & unloading, storing, handling, packaging, insurances, scaffolding, safety arrangements etc. all complete; as applicable.

TDS for Income Tax on Supply / Services as applicable shall be deducted from Supplier#s /Service provider#s bills and relevant certificates shall be furnished to the Supplier#s /Service provider#s so as to enable the Supplier / Service provider to take necessary tax credits. Such deduction of tax by the Company shall have no effect on the Contract Price. No tax will be deducted at source if a tax exemption certificate from the tax authorities is provided by the Supplier / Service provider to the Company

In the event of any change/amendment/imposition of any new taxes by statutory authorities of India leading to increase/decrease in tax amounts, after the Effective Date and during currency of the Contract, same shall be reimbursed and/or recovered by Company on production of documentary proof of such change/amendment supported by detailed statement of additional taxation by the Supplier only beyond the current level of taxes already included in the Contract.

The Supplier / Service Provider shall submit tax invoice/ Electronic tax invoice duly signed manually or digitally for the supply of goods or services along with prescribed forms i.e. E-way bills, LR etc. in respect of the supply/ delivery of goods to the GMR Entity strictly in compliance of GST Act or any other tax laws and Rules made thereunder to enable the GMR Entity to claim, Input Tax Credit (ITC) under different provisions of GST Act 2017 and Rules 2017 or set off or avail benefit under any

W.O. No : 5200078914

Date : 11.06.2024

Amendment No :

Terms and Conditions :

other tax law.

The Suppliers/Service Providers have to mention valid 6 digit or 8 digit HSN/SAC codes on their tax invoices/Electronic invoice with IRN as applicable on the basis of turnover limit defined by GST department and the same should matched with PO/SO issued to the Supplier/ Service Provider.

The Supplier / Service provider shall file its return of GST i.e. GSTR-1 and GSTR 3B or any other returns prescribed from time to time under GST Act and Rules within the prescribed timeline along with proof of payment/ deposit of amount of applicable GST/Tax/duty in respect of its supply of goods and services to the GMR Entity strictly in compliance of GST or other tax laws to enable the GMR Entity to claim the Input tax Credit (ITC) under different provisions of GST law or set off or avail benefit under any other law.

The Supplier shall pass on the benefit of credit of input taxes under GST or other tax laws and rules made thereunder. Failure of passing of benefit of input taxes on his supply to the GMR Entity, shall entitle to the GMR Entity to recover the same from any payments made or subsequently to be made to the Supplier.

The Supplier / Service Provider shall provide, on demand by the GMR Entity, any supporting document and information for the purpose of defending any claim of ITC or other purposes such as determination of tax rate, exemption or concession, change in rate of tax, passing the benefit of tax credit etc. under GST or any other tax law within 7 days from the date of request by the GMR Entity.

Note: In case of any default not limited to above, on the part of the Supplier and any liability arising on GMR in respect of GST/Tax/Duty along with interest, penalty or any other amount determined/ assessed/imposed/levied by tax authority, shall be borne and paid /reimbursable by the Supplier / Service provider to the GMR Entity. The Supplier / Service provider shall keep the GMR Entity indemnified for any breach of any of the Tax laws, rules and regulations as applicable in respect of the supplies under this agreement.

On the part of the Supplier / Service provider, in case of any non #compliance of GST Act and Rules or any other tax law or in the event of default, in providing any information or supporting documents required for aforesaid purposes or to be submitted before tax authority or court or regulatory authority or any other forum to establish the claim under applicable laws, which leads to denial of GST Input tax credit or causes any other financial loss/liability to the GMR Entity, the resultant liabilities arising on the GMR Entity to the extent of tax, interest, penalties and any other amount shall be borne and paid /reimbursed by the Supplier/ Service provider.

The Supplier / Service provider shall ensure and keep the GMR Entity notified about its valid GST Registrations granted under the respective State GST and Central GST Act 2017 and Rules 2017 during the period of supply of goods or services under this agreement. In the event Supplier#s / Service provider#s GST Registration is either suspended, cancelled, the Supplier / Service provider shall be liable to reimburse GMR Entity towards applicable GST along with interest on the supplies as per invoice.

In case of award of any amount towards the settlement of damages or the liquidated damages as the case may be, the applicable taxes shall be borne and paid by the Supplier in addition to liquidated damages and settlement amount unless paid separately the same shall be adjusted / deductible by the client out of the payments due to the Supplier / Service provider.

Right of adjustment in case of failure to comply with GST

Notwithstanding anything contrary contained herein, it is hereby agreed and understood by the Supplier/seller/vendor/service provider that it shall be under an obligation to submit the requisite documentary evidence substantiating that the Supplier/seller/vendor/service provider has complied with the requirements of GST provisions. It is clarified that in the event of failure to comply with the same, the payment of GST mentioned in the invoice including any interest, charges, penalty, etc. payable thereon by GMR Entity to the governmental authorities, shall be adjusted while releasing payment by GMR Entity to

Terms and Conditions :

the Supplier/seller/vendor/service provider. However, if GMR Entity is unable to adjust the entire such amount for any reason, then the Supplier/seller/vendor/service provider shall be bound to immediately pay the unadjusted amount, as notified by GMR Entity, without any protest, delay or demur.

4 INSURANCE

1. Insurance

1.1. Obligation to Obtain, as applicable w.r.t. nature of the contract.

1.1.1. The Supplier / Service provider shall procure and maintain at its cost the insurance set forth below with Owner as co-beneficiary.

1.1.2. Contractor Coverage: Contractor shall maintain during the Term, the insurance described below with insurance companies acceptable to the Owner and with limits and coverage provisions not less than the limits and coverage provisions as set forth below:

a) General Liability Insurance: Liability insurance on an occurrence basis against claims for personal injury (including bodily injury and/or death).

b) Automobile Liability Insurance: Automobile liability insurance against claims for personal injury (including bodily injury and death) or property damage arising out of the use of all owned, leased, non-owned and hired motor vehicles, including loading and unloading, and containing appropriate no-fault insurance provisions where applicable.

c) Workers' Compensation Insurance: Workers' compensation insurance as required by applicable Laws, including Owner's liability insurance for all employees of the Contractor.

1.2. The risk and responsibility of lodging and settling claims shall remain with the Contractor. The supporting papers/documents in this regard shall be submitted to Owner prior to start of Services.

1.3. The Supplier / Service provider shall adhere to all terms and conditions of Insurance coverage(s) maintained by the Company. The Supplier / Service provider shall provide all desired support to the Company as required by the Company for lodging and settling claims for insurance coverage(s) maintained by the Company.

1.4. Payment of Deductible Amounts: Notwithstanding which Party hereto shall have purchased, or been responsible for the purchase of, any insurance or otherwise referred to in this Agreement, Supplier / Service provider shall promptly pay to the Company any deductible amount related to any claim against or other cost to Company covered under any such insurance policy which arose due to the a) gross negligence of the Supplier / Service provider; b) any breach of this Agreement or any non-compliance with Applicable Laws by the Supplier / Service provider.

1.5. Waiver of Subrogation

Insurance policies obtained by the Supplier / Service provider wherever relevant shall include a waiver of any right of subrogation of the insurers thereunder against the Company or its Lenders and their respective assigns, subsidiaries, Affiliates, group companies, employees and of any right of such insurers under such policies to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy.

1.6. No Limitation of Liability

The required coverages referred to and set forth in this article shall in no way effect or limit the Supplier's /Service provider's liability with respect to performance of the Services.

5 TERMS OF DELIVERY

Infra works within 2 weeks from receipt of PO .

TOT, Monitoring & Evaluation as per plan for 1 year.

Terms and Conditions :

6 SHIPPING INSTRUCTIONS

- a) Complete delivery within the period as mentioned in the delivery terms
- b) Please mention P.O reference number on shipping document.
- c) Please do not send any consignment in three-wheeler vehicles, this is not allowed into our plant premises.
(ALL LOADED VEHICLES COMING FOR DELIVERY AT OUR SITE SHOULD HAVE REQUIRED PAPERS LIKE VALID INSURANCE, VALID FITNESS CERTIFICATE, ROAD TAX & DRIVING LICENSE IN ORIGINAL)
- d) Consignment must be delivered to:
- e) Please ensure "gate entry" is done for the consignment at "Material gate" of respective location, as applicable
- f) Please ensure right kind of packaging & transportation to avoid rejection.

7 TERMS OF PAYMENT

50% Advance Payment will be made within 7 on submission of PI and balance payment within 15 days from delivery of material/service as per PO and receipt of Original Tax Bil.

8 INSPECTION/MEASUREMENTS

a) Quality of goods should be as per standards & specification mentioned in PO else liable for rejection. Any Defect arising out of poor workmanship, negligence, faulty method, poor quality of Materials / workmanship/service by the Supplier / Service provider shall be promptly rectified by the Supplier / Service Provider at its sole cost & risk. In case of unreasonable delay in rectifying such Defect by the Supplier / Service Provider, the GMR Entity reserves the right to engage other available agencies or any other agency for rectification of the Defect at the cost & risk of the Supplier / Service Provider.

b) Inspection shall be performed up on receipt of material at our store.

c) In addition to above, Significant Energy consuming equipment's as prescribed under Energy Management system (ISO-50001) shall also be monitored for their Energy Performance. There should not be any deviation in terms of Energy performance of the equipment and should improve it after installation of spare. Material should not impact on environmental performance.

d) Procurement of "Significant Energy use"- Equipment/ Product as prescribed under Energy Management system (ISO-50001) shall be evaluated for their "Energy Performance".

e) Procurement of "Critical Assets"- Equipment/ Product as prescribed under Asset Management system (ISO-55001) shall be evaluated for their "Asset Management Performance".

f) Procurement of "Significant Water use"- Equipment/ Product as prescribed under Water Efficiency Management system (ISO-46001) shall be evaluated for their "Water Efficiency Performance".

g) There should not be any deterioration in terms of Energy performance of the equipment/process and should improve upon after installation of Equipment/ Product.

h) There should not be any deterioration in terms of water efficiency performance of the equipment/process and should improve upon after installation of Equipment/ Product.

i) Material should not impact on environmental performance.

j) In case, any or all the supplied items have a manufacturer defined #ShelfLife#, then as on date of delivery of the same at GMR Entity's specified consignee location, the residual #Shelf Life# must be 75% or more of the defined total #Shelf Life# period. It will be the Suppliers#/Service Providers#/Contractors# sole responsibility to comply with this requirement, failing to which, GMR Entity reserves the right to summarily reject & return such item(s), at the cost, risk and responsibility of the supplier/service provider.

9 WARRANTY/GUARANTEE

Terms and Conditions :

a) Supplier warrants that the Supplies will: (i) conform to the Specifications; (ii) be merchantable and free of defects in workmanship and material; (iii) perform as specified in the Annexure A; (iv) be fit and sufficient for their intended purpose as food grade pea protein isolate; and (v) be produced and manufactured from unused materials. These warranties are in addition to all other warranties specified in this Agreement or implied by law, and will survive termination of this Agreement, and inspection, delivery and/or acceptance of, and payment by GMR Entity for the Supplies.

b) Supplier will pay the Warranty Costs for any Supplies that fail to meet the warranties set forth in Clause during the Warranty Period. #WarrantyCosts# are limited to the replacement of the defective Supplies and the labour costs associated with any replacement. In case of a defect, GMR Entity will provide Supplier with: (i) a statement of the total Warranty Costs incurred; and (ii) an invoice for the Warranty Costs reflected on statement. Within 15 days of Supplier's receipt of GMR Entity's invoice, Supplier will pay GMR Entity by wire transfer the amount stated on the invoice. Supplier may not delay payment of invoice beyond such 15 day's period, except that Supplier has rejected and specifically identified in writing to GMR Entity (#Challenged Claims#). Supplier's right to notify GMR Entity of any Challenged Claims, and to request further information with respect to any Challenged Claims, must be exercised within the 15 day's period following receipt of GMR Entity's invoice. If Supplier fails to timely pay any unchallenged Warranty Costs, GMR Entity will be entitled to offset any of its liabilities to Supplier by the amount of such unchallenged Warranty Costs. Supplier and GMR Entity agree to use their best efforts to promptly resolve all Challenged Claims and, when resolved, Supplier will immediately reimburse GMR Entity for the agreed upon amount. Supplier and GMR Entity each acknowledge the benefit of reducing Warranty Costs and agree to jointly investigate, analyse and develop strategies that will result in the reduction of Warranty Costs.

10 VARIATIONS AND ADJUSTMENTS**Variations****1. Owner's Right to Vary and Contractor's Proposal to Vary**

1.1 The Owner may at any time during performance of the Contractor's obligations under this Contract request and subsequently order in accordance with the procedures set forth in this Clause, a Variation.

1.2 The Contractor may at any time during the performance of the Contractor's obligations under the Contract propose to the Owner any Variation which the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Services. The Owner may at its discretion approve or reject any Variation proposed by the Contractor.

1.3 The Contractor shall not affect any Variation without any written instruction from the Owner, except in accordance with a Variation Order from the Owner which the Contractor shall be obliged to comply with.

1.4 The Contractor acknowledges that no Variation ordered pursuant to a Variation Order will invalidate the Contract.

2. Prior to Variation Order Procedure

2.1 Prior to any Variation Order being issued under this article 22.1, the Owner and/or the Contractor, as applicable shall notify the other Party of the nature and form of the proposed Variation.

2.2 Within five (5) Business Days or such other period as the Parties may agree after having received the notice pursuant to this Clause, the Contractor shall submit to the Owner, a proposal covering all the details for providing such services.

2.3 Any other information which the Owner may reasonably request.

3. Issuance of Variation Order

3.1 If the Owner decides that the proposed Variation shall be carried out, it will issue a Variation Order in writing in accordance with the Contractor's submission or as modified by the Owner.

4. Notwithstanding a dispute regarding the amount of any increase or decrease of the Contract Price with respect to a Variation, or the impact of such Variation on the scope of Services, or any other terms and conditions of this Contract, the Contractor shall proceed with the performance of such Variation promptly following the issuance of a Variation Order by the Owner. Notwithstanding the foregoing, if the Parties cannot agree upon the need for a Variation or the impact of a Variation on any matter that materially affects the Contractor's performance of the works, such Contract shall be resolved as provided in Dispute Resolution Procedure and during the pendency of such resolution the Contractor shall proceed as directed by the Owner.

Terms and Conditions :

No amendments, supplements, modifications or waivers of this ORDER shall be valid unless evidenced in writing and signed by authorized representatives of the Owner and the Contractor.

11 FORCE MAJEURE

Force Majeure

If either party to the Purchase Order becomes unable to perform all or any part of its obligations under this Purchase Order because of an event of force majeure (such party, the "Affected Party"), the Affected Party shall be permitted a delay in the performance of such obligations affected by the event of force majeure. The Affected Party shall not be relieved of the performance of that part of its obligations hereunder which is not adversely affected.

An "Event of Force Majeure" means any event or circumstance or combination of events and circumstances which are affecting Site, including but not limited to those stated below that adversely affects and wholly or partly prevents or unavoidably delays an Affected Contractor in the performance of its obligations under this Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Contractor and could not have been avoided if the Affected Contractor had taken reasonable care or acted as a Reasonable and Prudent Contractor.

Natural Force Majeure Events

Act of God, including lightning, drought, flood, fire and explosion (in relation to the Contractor to the extent originating from a source external to the Facility), Pandemic (both manmade and natural) earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions.

Indirect Non-Natural Force Majeure Events

Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, radio-active contamination or ionizing radiation originating from a source in India or resulting from another Event of Force Majeure excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Contractor or those employed or engaged by the Affected Contractor, industry wide legal strikes and labor disturbances having a nationwide impact in India (rather than motivated primarily by a desire to improve compensation or working conditions of those involved).

Provided, however, that for the avoidance of doubt, lack of funds or economic hardship, late delivery of any spares or equipment caused by suppliers, non-availability/shortage of skilled/unskilled manpower or by inefficiencies on the part of the Contractor or any of its Subcontractors shall not be construed as an event of Force Majeure.

A Parties affected by an Event of Force Majeure ("Affected Contractor") shall give notice to the other Contractor of any Event of Force Majeure as soon as reasonably practicable, but not later than five (5) Business Days after the date on which such Contractor knew or should reasonably have known of the commencement of the Event of Force Majeure. Such notice shall include full particulars of the Event of Force Majeure, its effects on the Contractor claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the situation. The Affected Party shall give notice to the other Party of the cessation (i) of the relevant Event of Force Majeure, and (ii) of the effects of such Event of Force Majeure on the performance of its rights or obligations under this Contract, as soon as practicable after becoming aware of each such cessation.

Neither Party shall be in default or shall be liable for any loss or damage due to delay in or prevention of the performance of its obligations under this Contract, if such delay or prevention is a direct result from the Force Majeure Event and only to the extent the performance of Services are delayed or prevented by the Force Majeure Event.

W.O. No : 5200078914**Date : 11.06.2024****Amendment No :**

Terms and Conditions :

The Owner may extend the Term of this Contract on day to day basis for the period affected by the Force Majeure Event. For avoidance of doubt, no payment shall be made to the Contractor for the portion of the Services affected by the Force Majeure Events. The Contractor shall be only entitled for reasonable extension of time in case of Force Majeure Event and Owner shall not be liable for any cost or compensation.

In an Event of Force Majeure occurs which results in either Contractor, incurring additional costs as a result of such occurrence (including resulting from any delay or interruption in performance of its obligations hereunder or compliance with its obligations in respect of such event), such costs shall not be recoverable from the other Contractor.

Upon the occurrence of any Event of Force Majeure the Contractor shall continue to perform their obligations under this Contract to the extent not prevented by the Event of Force Majeure.

The Parties shall make all reasonable efforts (including incurring costs) to prevent and reduce to a minimum and mitigate the effect of any delay and damages occasioned by any Event of Force Majeure including recourse to alternate acceptable source of services, expenditure of reasonable sums of money, cooperate with the other party to develop and implement a plan of remedial and reasonable alternative measures to remove the Event of Force Majeure and shall use their reasonable efforts to resume normal performance of this Contract after the occurrence of any Event of Force Majeure and to the extent reasonably practicable shall perform their obligations.

12 INVOICING INSTRUCTIONS

All bills should be submitted in duplicate and should be accompanied by original copies of duly receipted / certified delivery challan / work progress or completion certificate, as appropriate. No payment would be admissible against duplicate bills or duplicate delivery challan / work progress or completion certificate. Challan cum Invoice is preferred (in triplicate).

Challan / Invoice should carry following information:

- (1) Vendor Code,
- (2) GSTIN No.,
- (3) PO No. & Date,
- (4) Line Item No. as per GMR#sPO,
- (5) Material Code No. & Description,
- (6) Quantity,
- (7) Rate,
- (8) Other Duty (if applicable) to be calculated and rounded off at each line item,
- (9) Date of mfg. / date of shelf-life items,
- (10) Indicate return of GMR#s material # non invoice able # goods / defective / rejection.

While receiving the goods, we will retain first two copies and third copy will be endorsed and returned. In case challan and invoice are different, then invoice be submitted to the concerned.

As per GST regime, Invoice No. should be strictly as per GST Laws requirement i.e. Invoice number should be of a proper series and containing alphabet, numeric and allowed special character "-" and "/" only without any space and should be of up to 16 characters and the same number should be disclosed in GST Returns

Proposed Instructions to the Vendors

All Bills and accompanying documents should be raised and submitted in original or in digitally signed form as per the payment terms and should be accompanied by original copies or digitally signed copy of test certificates, warranty certificate, delivery challan etc. for supply and HR Compliance, Statutory compliance, work measurement sheet etc. for service. No payment shall be released against any duplicate copy of bills, or work progress report or Completion Certificate or delivery challan.

Invoice to be valid Tax E-invoice / Tax Invoice (in case E-invoice is not applicable) containing Invoice Reference Number (#IRN#), Quick Response (#QR#) code as per GST regulations.

You are requested to submit your Invoice along with all supporting documents at Bill Desk / Mail Room / Store (Plant Location) of GMR Entity for further processing.

Submission of Invoices in digitally signed mode

W.O. No : 5200078914

Date : 11.06.2024

Amendment No :

Terms and Conditions :

It is advised and encouraged that Digitally Signed E-Invoice or Digitally Signed Invoice (in case E-invoice is not applicable) be submitted by the vendor directly at the below mentioned E-mail address to avoid the delays on account of logistic issues.

Digital.invoices@gmrgroup.in

Note: - It is to be noted that only the digitally signed invoices with all the supporting digitally signed documents need to be submitted in a single PDF file format to the above e-mail address.

Scan copy of Digitally Signed signature is given below for easy reference and ensuring that digital signature to be in the similar form.

Submission of Invoices in Hard Copies

However, Hard copy of the Invoice (in original) with accompanied documents (in original) is to be submitted at the Bill Inward Desk at the below address: -

respective location Bill Inward Desk address to be updated

Further, it is also to be noted that Invoices to be submitted to above mail ID or at the Bill Inward Desk within 15 days from the date of Invoice. Bill submission beyond 5 days from the date of invoice will not be accepted.

In case the vendor is registered as MSME then the MSME registration no. to be printed / affixed on the face of the invoice.

Invoice should contain the Purchase / work order no. on the Invoice.

Submission of Invoices Thru ARIBA Commerce Automation Portal:

In addition to the invoice submission modes as mentioned above, ARIBA registered Vendors are also requested to attach their invoice along with necessary documents in ARIBA Commerce Automation Portal (In case PO is issued to vendor thru ARIBA) by opening the ARIBA PO and click on Create Invoice and update all the relevant fields.

For credit memos, once return delivery is submitted click on Create Invoice (Credit MEMO)

13 COMPLIANCE WITH STATUTORY LAWS

Compliance with Laws, Bye Laws, Statutory Rules & Regulations:

a) Contractor/vendor shall comply with all applicable statutory laws, bye laws, rules, regulations made thereunder, notifications issued time to time, relevant statutory, legislative and welfare requirements including but not limited to child labour (prohibition & regulation) Act 1986, The Contract labour (Regulation & Abolition) Act 1970, Factory Act 1948, The Employee's pension scheme, The Employee's Provident Fund & Miscellaneous provisions Act 1952, The Employees State, Insurance Act 1948, The equal remuneration Act, The Industrial Dispute Act 1947, The maternity benefit Act 1961, The Minimum Wages Act 1948, The payment of Bonus Act 1965, The Payment of Gratuity Act 1972, The payment of Wages Act 1936, The shops & Establishment Act, Building & other construction workers (Regulation of employment & Construction conditions of service Act 1996, The workmen compensation Act 1923, The Indian Electricity Act 2003, The Indian Electricity Rules, The Employer's liability Act.

b) Contractor/vendor shall further ensure that child labour, forced labour are not engaged in their organisation. Payment to the workers, staff shall be made as per The Minimum Wages Act 1948 and over time shall be paid as per applicable law. Payment / Wages disbursement shall be done on or before 10th of every month and proper records of payment shall be maintained.

c) Contractor/vendor shall ensure that in their organisation employees are solely, employed, trained, promoted and remunerated on the basis of performance and competence irrespective of race, caste, origin, religion, disability, gender, age, sexual orientation and political affiliation.

d) Contractor/vendor shall also ensure that their organisation shall not engage in or support use of corporal punishment, mental or physical coercion and verbal abuse.

e) The Contractor/vendor shall be liable to indemnify, protect, defend and hold harmless the Owner for any failure by him or his employees, workmen, labour, agent or any Subcontractor for failure to comply or violation of with any applicable statutory

Terms and Conditions :

laws, rules, regulations etc.

14 DEFAULT & TERMINATION

a) Termination Due to Breach: Without prejudice and in addition to all other lawful rights and remedies, GMR Entity shall have the right to terminate this Agreement upon written notice to the Service Provider if it materially breaches any of its representations, warranties, covenants or obligations set forth in this Agreement, and such failure has not been cured within 15 days of receiving written notice from GMR Entity reasonably describing such breach.

b) Bankruptcy: If Service Provider ceases to conduct its operations in the normal course of business, or is unable to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws of any jurisdiction is brought by or against Service Provider, or if a receiver for Service Provider is appointed or applied for, or if an assignment for the benefit of creditors is made by Service Provider, GMR Entity may terminate this Agreement without liability, except that GMR Entity will be responsible for honouring deliveries of Supplies received from Service Provider.

Effect of Termination: Upon termination of this Agreement, Service Provider will cease work and deliver to GMR Entity all completed Supplies and GMR Entity will pay Service Provider the following: (a) the price provided in Annexure A for all Supplies which have been completed prior to the date of notice of termination and which are accepted by GMR Entity and (b) to the extent commercially reasonable, the actual documented expenditures on the uncompleted portion of the Supplies described in Annexure A, including cancellation charges paid by Service Provider on account of commitments made under this Agreement if the termination by GMR Entity is without cause.

15 VENDOR BILL FORWARDING NOTE

All invoices related to this purchase order must be addressed to Company name & Address / mentioned in the PO. located in this address along with relevant documents, required as per the #Check list for vendor# attached with purchase order.

Note: Suppliers / Contractors to ensure submission of invoices #maximum within 15 days# of date of invoices(s) to/ at #Central Bill Inward desk / Bill inward Desk / Mail room located at respective plant location of GMR Group. Bills submitted beyond 15 days from the date of invoice(s) will not be accepted.

16 ASSIGNMENT & JOINT VENTURES

It is agreed and undertaken by the Service Provider that the company shall have all the rights to assign this Agreement to any other person/entity during the subsistence of this Agreement and it is also agreed and undertaken by the Service Provider that he shall not assign this Agreement including the rights and liabilities to any other person.

17 SAFETY, HEALTH & ENVIRONMENT

A) Contractor Safety Requirement & Pre-Qualification document A) The Contractor / Sub-Contractors is / are solely responsible for the Implementation, Enforcement and Administration of EHS standards, systems and procedures as per Environment Health and Safety Standards for the specific project location as mentioned in the work order.

The Contractor / Sub-Contractors shall abide at all times and maintain the EHS requirements mentioned in Contractor Safety requirement which was duly accepted and signed by the contractor. Any deviations shall be viewed seriously by the GMR Management. Contractor / Sub-Contractors is / are responsible for the Environment, Safety and Health aspects of his / their employees, vendors, visitors, community and other employers who perform work.

B) Compensation for unsafe acts by Contractor: If the Contractors or its Sub contractors fails in providing safe work environment as per safety rules or continues the work even after instruction to stop work by Owner's Representative the Contractor shall promptly pay to the Owner as a compensation. However, in the case of accident taking place causing injury, to any individual, the provisions contained in clause 33.1 of Contractor safety requirement. Employer shall deduct the amount of compensation from Contract price, where contractor fails to pay the same.

Terms and Conditions :

C) Reporting of Accident and Investigation: In case of accident occurs during the construction / erection or other associated activities undertaken by the Contractor thereby causing near miss, minor / major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of Contractor, and the Contractor shall promptly inform the same to the section in-charge, GMR Entity Safety Officer with a copy to GMR Project Head in the prescribed format and also to all the Statutory authorities envisaged under the applicable state laws.

Note: For Detailed instructions on safety, please refer Contractor's safety requirement and GMR group safety Manual.

GMR Safety Contact Details:

Project Head:

Project Safety Officer:

18 GENERAL TERMS

1.1. Any information or data provided by GMR to a *Consultant/ Contractor/ Supplier/Vendor (which shall include its agents, sub-contractors and partners etc.) or received by them from any other source (Their own observation or from third parties connected with this activity) as required directly or indirectly in the performance of this Agreement, shall remain at all times the property of GMR. The Consultant/ Contractor/ Supplier/Vendor shall take all precautions to keep and maintain all such information and data pertaining to GMR in strict confidence, so as to prevent any unauthorized access or disclosure, any corruption or loss, leakage, damage or destruction.

1.2. At any time during the term of this agreement or even after its termination / expiry, (or) as and when directed by GMR, the Consultant/ Contractor/ Supplier/Vendor and/ or all its agents and sub-contractors shall erase (from the systems or record) or return to GMR, all the information, data, documents, etc. provided by GMR and shall confirm the same to GMR through an undertaking or certifying to that effect. By signing this Contract, the Consultant/ Contractor/ Supplier/Vendor agrees to comply and initiate measures in place to ensure that its agents and sub-contractors also adhere at all times with the provisions and obligations contained herein.

1.3. All information/ data acquired by Consultant/ Contractor/ Supplier/Vendor from GMR shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the prior written consent of authorized representative of GMR, to any third party.

1.4 The Consultant/ Contractor/ Supplier/Vendor shall indemnify GMR, its affiliates, and their respective officer(s), director(s), employee(s) and agents(s) and hold GMR harmless for any breach in relation to all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any third party claim arising from breach (under this clause) by Consultant/ Contractor/ Supplier/Vendor of its obligations contained in this Section, except to the extent resulting from the acts or omissions of GMR in managing and protecting information and/or data of GMR.

1.5 The Consultant/ Contractor/ Supplier/Vendor shall immediately notify in writing to GMR about any unauthorized access/ transfer/leakage of GMR's information or data by any unauthorized third party or person, or becomes aware of any data/information or security breach incident either formally or informally. The Consultant/ Contractor/ Supplier/Vendor shall also be obliged to support GMR team/ representatives in conducting detailed investigation of such reported incident by providing required access to the details/ systems and also by organizing access to the details maintained by their associates to enable GMR to conduct the investigation and to protect their interests.

1.6 Either Party, agrees to accord his/her/its unconditional consent to the other for holding and processing information for the administrative and management purposes under this Agreement and in particular to the processing of any sensitive data or information as defined in the "Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

1.7 Any sensitive information or data shared by the either Party to the other, which fall under Rule 3 of Information technology (Reasonable Security Practices and Procedures and Sensitive Personal data or Information) Rules, 2011 shall not be disclosed or revealed to any outside or third party, without due permission and written approval of the Party disclosing such information or data.

1.8 The Consultant/ Contractor/ Supplier/Vendor acknowledges that failure to comply with the above requisitions, standards and appropriate governance of data and information can deemed to be considered as breach of its obligations and covenants that may cause GMR irreparable damage for which only monetary compensation would not be adequate. The Consultant/ Contractor/ Supplier/Vendor agrees that, in the event of such breach or threatened breach, GMR shall also be entitled to seek

Terms and Conditions :

equitable relief, including a restraining order, injunctive relief, specific performance and / or any other relief that may be available under appropriate provisions of law or in equity.

1.9 The payments released or due for release to the Consultant/ Contractor/ Supplier/Vendor will be subject to this provision of the Contract and any deviation to Clauses 1.1 to 1.8 above will result in recovery of the amount towards loss or damage to GMR as decided by GMR. Any disputes pertaining to this provision of Contract shall be resolved as per the Dispute resolution clause of this Contract.

19 RISK PURCHASE & RESPONSIBILITY

The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel and their respective agents, against and from all claims, damages losses and expenses (Including legal fees and expenses) in respect of

a) bodily injury, sickness, disease of death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any)

b) Damage to or loss of any property, real or personal (other than the works), to the extent that such damage or loss arising out of or in the course of or by reason of the Contractor's design (if any)

Is attributable to any negligence, willful act or breach of the Contract by the Contractor.

20 ORDER ACCEPTANCE

Acceptance of this order expressly stipulates and includes acceptance of all terms and conditions enumerated in this service order. Your scope of work and obligations are limited to the terms set out in this service order. No amendments to this service order shall be binding unless agreed to in writing for such amendment by both the parties.

Please return to us a copy of this service order duly signed, as a token of your acceptance within 3 days of receipt of the order.

21 CODE OF CONDUCT / SCCBE

GMR Group is committed to its Values & Beliefs and business practices to ensure that companies and Suppliers, who supply goods, materials or services, will also comply with these principles.

a. Bribery and Corruption Suppliers are strictly prohibited from directly or indirectly (through intermediaries or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

b. Integrity, Indemnity & Limitation Suppliers shall maintain high degree of integrity during the course of its dealings with business / contractual relationship with GMR Group. If it is discovered at any time that any business / contract was procured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the relevant entity of GMR Group. For avoidance of doubts, no rights shall accrue to the supplier in relation to such business / contract and GMR group or any entity thereof shall not have or incur any obligation in respect thereof. The supplier shall indemnify the GMR Group in respect of any loss or damage suffered by GMR Group on account of such fraud, misrepresentation or suppression of material facts.

c. The conduct expected from the Suppliers and compliance with the same in accordance with this Code is critical to the

Terms and Conditions :

principles GMR believes in and the way it conducts its business.

Whistle Blower facility: If you have any complaints about compliance or ethics issues while working for or with GMR or want to report illegal or unethical activities, you may address the same to contact numbers below. The supplier/ vendor shall give adequate publicity to the Whistle blower program of GMR at the project site, in order to facilitate any of their employees or persons connected with the business to raise concerns to the Ethics Helpline.

Phone: Toll Free Number, 1800 1020 467, operational from 24 hours on all working days of Operator and by selecting an appropriate language option.

Sending FAX by choosing option 2 after dialing the above number

Email # gmr@ethicshelpline.in

Postal mail to PO Box No 71, DLF Phase 1, Qutub Enclave, Gurgaon # 122002

Web Portal: www.in.kpmg.com/ethicshelpline1

22 INTELLECTUAL PROPERTY

It is clearly understood by the Supplier / Service Provider that any design, systems, analysis and project monitoring arrangements, vendors list, financial or technical models or any other intellectual properties developed during the course of this Agreement by the Service Provider or under their guidance or instructions while discharging his duties, shall be the exclusive property of the Company and the Service Provider shall have no right, title or claim whatsoever in respect of the same. Upon the expiry or termination of its tenure, the Service Provider shall not retain any information, data, and details or documents relating to any of the said intellectual properties with them and shall not apply or use any such information relating to such intellectual properties in other assignments including its own business or profession, without the prior written consent of the Company.

Infringement of Intellectual Property Rights

If any equipment, machinery or materials to be used or supplied or methods or processes to be practiced or employed in the performance of this Agreement is/are covered by a patent under which the Contractor is not licensed, the Contractor shall before supplying or using the equipment, machinery, materials, methods or processes as the case may be, obtain such license(s) and pay such royalty (ies) and license fee(s) as may be necessary in connection with the performance of this Agreement. In the event that the Supplier / Service Provider fails to pay such royalty or obtain such license, the Contractor will defend at his own expense any suit for infringement of patent which is brought against the Contractor or the Owner as a result of the failure, and shall pay any damages and costs awarded in such suit and will keep the Owner indemnified from and against all other consequences thereof.

23 CONFIDENTIALITY

a) For the purposes of this service, "Confidential Information" shall mean all oral, written and/or tangible information provided by Owner and/or its affiliates or employees, directors, Consultants or advisors of Owner and / or affiliates in connection with this LOE and which is confidential, proprietary and/or not generally available to the public, including, but not limited to, information relating in whole or in part to present and future business plans and strategies, business ideas and concepts, financial data, projections, product enhancement information, business plans, marketing plans, sales strategies, customer information (including customers' applications and environments), development plans, all types of data related to its existing projects and the projects being pursued by it, organization structure, configurations, designs, plans, drawings, apparatus, sketches, software, hardware, data, prototypes or other technical, financial and business information. Confidential Information provided by Owner shall remain the property of Owner.

b) Supplier/ Service Provider / Consultant shall keep all "Confidential Information" confidential and not disclose it further to any person, other than an associate, affiliate or representative of Consultant. Any such further disclosure of any Confidential Information by Consultant to an associate, affiliate or representative shall be limited only to those of its associates, affiliates and representatives who have a need to know such Confidential Information for a purpose connected with implementing or otherwise carrying out the Services. This obligation will not apply to information which is (i) publicly known, (ii) already known to the recipient, (iii) disclosed to the third party without restriction (iv) independently developed, or (v) disclosed pursuant to

Terms and Conditions :

legal requirement or order.

All data and information developed pursuant to activities hereunder shall be the property of Owner and it shall be free to utilize such data and information. However, Supplier/ Service Provider / Consultant retains ownership of its own information and other intellectual property.

24 INDEMNIFICATION

a) The Supplier shall protect, defend, indemnify and hold harmless GMR Entity, its directors, its affiliates, agents and employees, from and against:

i) losses or any claim due to injury to or death of any person and/ or loss or damage caused or suffered, to property owned or belonging to GMR Entity, its agents and employees of any third party as a result of any acts, deeds or thing done or omitted to be done by the Supplier or as a result of failure on the part of Supplier to perform any (if its obligations under this Agreement or on the Supplier committing breach of any of the terms and conditions of this Agreement or on the failure of the Supplier to perform any of its statutory duty and/ or obligations or failure or negligence on the part of Supplier to comply with any statutory provisions in connection with or arising out of this Agreement and/ or arising out of or in connection with use and occupation of any area for provision of Services;

ii) any and all losses arising from or incurred by reason of the acts or omissions of Supplier or any of its officers, directors, employees, servants or agents in the performance of Supplier's obligations under this Agreement or due to negligence, misconduct, misrepresentation, breach, of obligation(s) or covenant on the part of the Supplier;

iii) any and all losses arising from or incurred by reason of any failure of Supplier or any of its officers, directors, employees, servants or agents (i) to pay any taxes relating to income or any other taxes required to be paid by such person; (ii) to make any payments in respect of taxes which are to be paid by such person in connection with the performance of its obligations relating to this Agreement; (iii) to file tax returns as required by Applicable Law or comply with reporting or filing requirements under Applicable Law relating to taxes; or (iv) arising by reason of any misrepresentation by or on behalf of such person to any competent authority in respect of taxes.

iv) any and all losses arising from or incurred by reason of claims or sanctions or penalties imposed by any Governmental Authority or others for any actual or asserted failure by Supplier or any of its officers, directors, employees, servants or agents to comply with any Applicable Laws;

v) any and all losses arising out of claims or demands of the employees and staff of the Supplier or any other member of the Supplier team against GMR Entity for any payment whatsoever.

SUPPLIER CODE OF CONDUCT ON ESG

This Supplier Code of Conduct on ESG (#ESG Code#) has been formulated by GMR Group (#GMR#) based upon the policy followed by GMR Group (GMR) in implementing the ESG standards in its regular business(es) and business practices that GMR follows. GMR Group values the relationship that it shares with all its Vendors/ Suppliers/ Contractors/ Subcontractors/ Service providers/ Consultants (#Suppliers#)* and believes in dealing with them in a fair and transparent manner. Similarly, GMR expects its Suppliers to comply with the terms set forth herein and also to ensure that there is transparency in their dealings in all of their activities including sourcing principles, labour related compliances, protection of human rights, complying with environmental requirements, ensuring legal and regulatory compliances as applicable

GMR Group has established an ESG committee that is mandated to review the Environmental, Social and Governance policies of the Group including the review and rating of the compliances of Suppliers, through respective subcommittees on quarterly basis. The ESG policy implementation, further improvements and appropriate communication to the stake holders will be managed by the ESG Committee.

Accordingly the ESG committee represented through a nodal officer may seek details of compliances, defaults and improvements on ESG aspects followed by the Suppliers and reserves right to suggest improvements and take appropriate action to protect interests of GMR Group companies vis-à-vis implementation of ESG policy in GMR Group.

GMR Group encourages the Suppliers that comply with the initiatives mentioned in this ESG Code. Further GMR Group reserves right to disassociate themselves through appropriate contractual process with the Suppliers that defaults in these aspects and in any case the PO/ WO issued by any of the GMR Group companies, will be liable to be terminated should there be any adverse remark OR penalty OR action on the Suppliers that could potentially dilute the reputation of GMR Group in their endeavor to comply with ESG requirements.

All our Suppliers are expected to comply with these requirements and further communicate it to their suppliers regarding the requirements of GMR ESG Code of Conduct. The performance of the Suppliers will be reviewed by the Procurement team and by the respective user department on ESG criteria also, as part of Vendor evaluation process.

All the suppliers are encouraged to have ESG Committee and report on the ESG parameters following global reporting standards & SEBI guidelines. The compliance of the appropriate ESG requirements will be monitored by GMR for Suppliers from time to time and Suppliers with lower rating/ compliance levels, may NOT be considered for future business with GMR.

1. Environmental Requirements:

a. Compliance with environmental regulations and standards.

It is mandatory for the Suppliers to be aware of and to adhere to the applicable laws, regulations and Standards pertaining to the Supplier's activities, for the entire scope of work. The Suppliers are engaged by GMR only on the assurance of the Supplier on these aspects and in case of noncompliance, GMR reserves right to take required action under the provisions of contract.

b. Climate Action:

GMR Group is committed towards developing a climate resilient future by adopting relevant mitigation and adaptation measures. Our climate actions will include

- 1) Evaluate, identify and address any climate related risk
- 2) Planning resource efficient designs and constructions taking account of Green Building concept
- 3) Use of energy efficient technologies and processes
- 4) Use of Renewable Energy wherever feasible
- 5) Adopt GHG Management System and work towards achieving carbon neutrality.
- 6) Adopt effective Air Quality Management and pollution prevention methods.

We expect our Suppliers/ Associates to comply with these requirements and our Suppliers will be rated based on their commitments and initiatives taken towards climate action.

c. Reduction of Waste:

GMR Group is committed to use materials (wherever feasible and permissible) that are Environmental friendly, energy efficient, locally available and the items that can be recycled to the extent permitted in the respective Contracts.

We expect our Suppliers to comply to these requirements on reduction in generation of waste of any kind and our Suppliers will be rated based on their commitment and initiatives taken towards waste reduction and management.

d. Preservation of biodiversity:

All the Suppliers shall demonstrate commitment towards protection of biodiversity. GMR encourages Suppliers to support biodiversity and to commit to the protection of environment.

e. Commitment to responsible water management:

Any activity of the business either with GMR or otherwise should not contribute to water pollution. GMR encourages Suppliers to support to implement water management initiatives aiming for efficient usage of water and in preserving water sources through rainwater harvesting/storage and use of efficient fixtures & fittings.

f. Management Systems:

All the Suppliers shall have policy on Environment, Quality & Safety in line with ISO Systems (9001, 14001 & 45001). The Management System developed to address Environment; Quality & Safety shall be certified by a reputed third party agency. The supplier should have effective emergency response program for their activities ensuring safety and regulatory requirements.

2. Social requirements:

a. Statutory Compliances:

All our Suppliers shall comply towards the requirements pertaining to human rights and labour practices. We will continue to ensure implementation of prevailing statutory compliances in all our projects and it is essential that our Suppliers comply with all the regulatory and statutory requirements without any deviation.

GMR implements ZERO tolerance on such requirements and the PO/ Contracts will be terminated at the cost and risk of Suppliers if any such instance of statutory non-compliances are noticed by GMR either in GMR's Contracts or any other Contracts in which vendor is a party.

b. Safety & Health Practises:

The Suppliers are expected to keep up BEST of the Safety & Health practises and any reportable incident or non-compliance will be dealt with the provisions of the Contract/ PO. Further, the safety compliance of the Suppliers will be reviewed by the Procurement team and user department as part of Vendor evaluation process and Suppliers with lower rating may NOT be considered for future business with GMR.

c. Labour Laws & Human Rights issues

Suppliers are expected to protect the human rights of their employees/workers/neighboring communities and to treat them with dignity and respect and in this regard, the Suppliers warrant that, in all of their activities with GMR OR Others, Suppliers shall operate in full compliance with the laws, rules and regulations of the location(s) in which they operate and shall ensure not to use any form of forced, bonded, indentured or child labour.

i. Child Labour

Suppliers shall not employ/encourage employment of children, falling under such age group that is prohibited from being employed by the applicable law, for providing of services either internally or outside the premises of the Supplier.

ii. Forced labour

Suppliers shall not use forced labour. Supplier shall not force/coerce the employees/workers to work or demand services from the employees/workers under the threat of some sort of punishment especially in cases where, the employees/workers have not undertaken voluntarily to work for the Suppliers. All the services being provided by the Suppliers' employees/workers must be voluntary and the employees/workers shall be free to leave the work or terminate the employment with reasonable notice. Suppliers shall further ensure that, contracts for both direct and contract workers clearly convey the conditions of employment in a language understood by the employees/workers of the Suppliers. Where Suppliers shall be responsible for payment of all fees and expenses, the Suppliers shall make the required payment to their employees/workers.

iii. Fair Treatment

Suppliers shall provide a workplace free from hard inhuman treatment, or even the threat of any such treatment, any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity. Suppliers shall not threaten their employees/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.

iv. Anti-discrimination

Suppliers shall provide their employees/ workers with a workplace free from harassment and/or deliberate discrimination or exclusion of preference made particularly on the basis of race, national origin, skin colour, language, religion, caste, political affiliations, gender, gender identity, sexual orientation, marital status, age, disability, pregnancy and related medical conditions, military or veteran status, or on any other basis prohibited by the applicable law.

v. Minimum Wages & Other Employee Benefits

Suppliers must pay the minimum salaries and employment benefits that are at least equal to the normal local salary or in

W.O. No : 5200078914

Date : 11.06.2024

Amendment No :

compliance with minimum wages required by the applicable laws and regulations and provide all legally mandated benefits and satisfy all applicable employment laws.

3. Governance requirements:

a. Data security and Governance:

All our Suppliers shall comply towards the requirements pertaining to data security and confidentiality of the data shared by GMR as part of business requirements. The Supplier indemnifies GMR or their associates from any or all implications due to such data breach with the Supplier. The Suppliers shall follow the policy as mentioned in GMR Ethics and Integrity Code.

b. Tax related compliances:

The Suppliers SHALL comply with ALL the Tax related requirements including but not limited to GST, Income Tax, Royalty, cess, surcharge and/ or any other tax/ duty as applicable for the work/ services that are being taken up.

c. Transparency in business transaction/ Accounting:

The Suppliers are expected to be transparent in their book keeping/ accounting process and shall be willing to share the ledgers/ tax compliances and payments details with GMR on as and when required basis.

d. Bribery and Corruption:

GMR would never offer either directly or indirectly or in any other form, a gift or entertainment or anything of value to any government official or commercial partners including customers or their representatives to influence decisions in favour of GMR OR secure/ retain business OR to get any unfair advantage. GMR neither involve themselves in payment of bribe, kickbacks nor allow their Suppliers OR third parties acting on behalf of GMR to involve in such activities. GMR Group has whistle-blower policy (https://investor.gmrinfra.com/pdf/GMR_Policy_Whistle_Blower.pdf), the Supplier may follow as required.

e. Conflict of Interest:

It is essential for the Suppliers to identify the possibilities, prevent wherever possible and manage the potential conflicts of interest. GMR expects the Suppliers to continually review and avoid potential conflicts of interest on behalf of GMR or their Clients. It is mandatory requirement for Suppliers to check and declare potential conflict of interest on any activity, interest or relationship that could give rise to conflict of interest. Suppliers hereby indemnify GMR or their Clients from any or all issues pertaining to conflict of interest, if the issue is not notified to GMR before entering in to Contract.

For **GMR VARALAKSHMI FOUNDATION-CSW**

Authorized Signatory

Bill Submission Advice to Vendors

Checklist for Vendor

1	General Terms	
1.1	E-Invoice/Invoice (In case E-Invoice is not applicable) should be in the name of Billing Company as per Purchase / Service Order, Invoice addressed to GMR GROUP (not acceptable)"	[Y/N]
1.2	Correct address of Billing Company as per Purchase order to be mentioned on the invoice.	[Y/N]

W.O. No : 5200078914

Date : 11.06.2024

Amendment No :

1.3	Description of Service/ Supply and Service/ Purchase order number should be mentioned on the invoice.	[Y/N]
1.4	Should have Invoice number (maximum of 16 digits as required under GST provisions), Invoice Date and amount in words and figures.	[Y/N]
1.5	Should have PAN NO., GST No., Place of Supply, address and MSME No., if registered, to be mentioned on the Invoice. Note: Invoice is to be issued from the state / address on which service/Purchase order has been issued by the GMR.	[Y/N]
1.6	HSN/SAC code as per Service / Purchase order in line with GST Provisions	[Y/N]
1.7	Billing period wherever applicable	[Y/N]
1.8	PAN, TIN & GST and MSME registration copy should be attached wherever applicable - First time OR as and when changed	[Y/N]
1.9	Delivery challan in Original to be submitted	[Y/N]
1.10	For Transport invoices customer signature in the duty slip is a must	[Y/N]
1.11	Invoice should be signed / digitally signed by the authorised signatory	[Y/N]
1.12	Work completion certificate / Installation Report from ordering customer	[Y/N]
1.13	IT declaration form for proprietary entity - Only first time	[Y/N]
2	In case of Imports, additional documents to be submitted	[Y/N]
2.1	Bill of Entry	[Y/N]
2.2	Certificate of Origin	[Y/N]
2.3	Insurance Certificate	[Y/N]
2.4	Packing List	[Y/N]
2.5	Inspection Certificate	[Y/N]
2.6	Bill of Lading/Airway Bill	[Y/N]
3	Additional Documents for International Payments	[Y/N]
3.1	Certificate of Permanent Establishment - one time	[Y/N]
3.2	Certificate indicating the Number of Days of Stay in India - during financial year - every time	[Y/N]
3.3	Tax Residency Certificate	[Y/N]
3.4	Indian PAN No	[Y/N]
	Company / State specific # To continue as per Company / State Specific- However, DIAL specific is given below	[Y/N]
4	Additional Documents for Manpower Services	[Y/N]
4.1	Undertaking on Contractors Letter Head.	[Y/N]
4.2	Copy of Attendance Sheet should be in Form - XVI. (Manual)	[Y/N]
4.3	Copy of Wage Sheet should be in Form - XVII. (Manual)	[Y/N]
4.4	Copy of ESIC Challan	[Y/N]
4.5	Copy of EPF Challan	[Y/N]
4.6	ESIC & EPF Challan's Bifurcation on Contractors Letter Head if Combined	[Y/N]
4.7	ESIC & EPF Code of the Employees on Contractors Letter Head.	[Y/N]
4.8	Copy of Form-7 (Regulation -32) under ESIC Act. (Monthly basis)	[Y/N]
4.9	Payment as per work order/Minimum Wage.	[Y/N]
4.10	Copy of PF Annual Return (One time in the Year)	[Y/N]

W.O. No : 5200078914

Date : 11.06.2024

Amendment No :

4.11	Copy of Monthly Return in Form-12A, 5 & 10. (Monthly basis)	[Y/N]
4.12	Copy of ESIC Half yearly Return	[Y/N]
4.13	Attendance & Wage sheet should be certified by Site In charge with Name and Designation	[Y/N]
4.14	All documents should be self-attested by the contractors with Rubber stamp.	[Y/N]
4.15	Copy of ESIC & EPF Coverage letter - First Time	[Y/N]
4.16	Copy of Labour Licence if applicable - for our establishments	[Y/N]
4.17	Indemnity Bond if Required	[Y/N]
4.18	Bifurcation of Bill amount with Labour Cost & Certified by user dept.HOD	[Y/N]
4.19	FORM - XIX) Wage Slip	[Y/N]
4.20	Form - XX) Register of Deductions for Damage of Loss	[Y/N]
4.21	FORM - XXI) Register of Fines	[Y/N]
4.22	FORM - XXII) Register of Advances	[Y/N]
4.23	FORM - XXIII) Register of Overtime	[Y/N]
4.24	FORM - XIII) Workmen register	[Y/N]
4.25	FORM - XXIV) Return to be sent by the Contractor to the Licensing Officer	[Y/N]
4.26	FORM - XXV) Annual Return of Principal Employer to be sent to the Registering Officer	[Y/N]

VENDOR BILL FORWARDING NOTE

Purchase Order No	
Vendor Name	
Vendor No	
Bill No	
Bill Date	
Bill Amount	
User Department	
Contact Person in User Depart	
Contact No	