

WORK ORDER

Vendor Code :- 105338
 STEM LEARNING PRIVATE LIMITED
 Marathon Icon,1205 marathon GK Marge Mumbai
 MUMBAI
 Maharashtra
 Pin Code: 400013
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 E-Mail :- romit.ghosh@stemlearning.in
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Order No. :- 3000006172/010
 Order Date :- 13.03.2024
 Release Date :- 14.03.2024
 Contact Person :- NISHA KUMARI
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 Collective No :- 300014731

Indent By :-
 Validity Start Date :- 13.03.2024
 Validity End Date :- 31.03.2024

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

**Item No. :- 00010 Desc:- Supply & Installation of Mini Science La
Requisitioner:- ADARSH**

All CGST-SGST/IGST @ 18% Non Creditable

Delivery date
Day 17.03.2024

SrNo.	SrvLnNo	SrvNo.	Brief Description	Quantity	Rate
1	10	3020003	Supply and Installation o f Mini Science	1.000 SET	303,729.00 INR

Service Long Text :

Supply and Installation of Mini Science Lab at Govt High School

"SET-UP OF MINI SCIENCE CENTRE IN HIGH SCHOOL Mini-Science Centre (80 Models)
 Supplies include 80 models + 80 Users placards + Colorful Background + 1 Safety Placard + 1 Teachers Manual Including Installation, Delivery & 1st year Maintenance. 1. CONSTELLATION VIEWER:- Identification and study of Indian constellations About Constellations, Std. 8th-17 Our Universe, MATERIAL USED:- ACRYLIC SHEETS, LED BULBS, WIRES, PLUG. BASE (INCH):- 10X5, HEIGHT (INCH):- 7. 2. NEWTONS DISC:- White light is made up of 7 colors (VIBGYOR). Splitting of white light. (i)Std 7'th-15.Light (ii)Std 8'th-16.Light (iii)Std 10'th-11.The Human Eye and the colorful world, MATERIAL USED:- ACRYLIC SHEETS, REGULATORS, ON OFF SWITCH, WIR, PLUG, MOTORS, PAPER. BASE (INCH):- 3 X 2, HEIGHT (INCH):-8. 3. COLOUR SHADOW:- Combinations of colour lights. Additive mixture of colour. Primary colours. Std. 6'th-11.Light, Shadows and Reflection. MATERIAL USED:- ACRYLIC SHEETS, BULBS, WIRES, PLUGS, ON OFF SWITCH, BASE (INCH):- 12 X 6.75, HEIGHT (INCH):-2. 4. PERISCOPE:- Application of laws of reflection. Angle of incidence and angle of reflection,

(i)Std. 6'th-11.Light, Shadows and Reflection, (ii)Std 7'th-15. Light, MATERIAL USED:- PVC PIPE, MIRRORS, PAPER, BASE (INCH):- DIA-3, HEIGHT (INCH):- 23. 5. KALIEDOSCOPE:-Multiple reflection. Symmetric images. Patterns due to reflection, (i)Std 6'th-11.Light, Shadows and Reflection, (ii)Std 6'th-13.symmerty (Math's) MATERIAL USED:- ACRYLIC PIPE, PVC PIPE, MARBLES, PAPER, MIRRORS, BASE (INCH):- DIA - 2.5, HEIGHT (INCH):-8. 6. LAWS OF REFLECTION:- Laws of reflection for plane mirror. Angle of incidence = angle of reflection. (i)Std 6'th-11.Light, Shadows and Reflection, (ii)Std 7'th-15.Light iii)Std 8'th-16.Light (iv)Std 10'th-10.Light-Reflection and, MATERIAL USED:- ACRYLIC SHEETS, PAPER, MIRRORS, LASER LIGHT, BASE (INCH):- 10 X 2, HEIGHT (INCH):-5. 7. CORNER MIRROR:- Multiple reflection. Image formula (N=360/A-1) Angled mirrors,(i)Std 6'th-11.Light, Shadows and Reflection, (ii)Std 7'th-15.Light, (iii)Std 8'th-16.Light. MATERIAL USED:- ACRYLIC SHEETS STATUE, HINGES, BASE (INCH):- 6 X 10 , HEIGHT (INCH):- 7.5. 8. INFINITY WELL:- Multiple reflections. Image formation in parallel mirrors.(i)Std 6'th-11.Light, Shadows and Reflection, (ii)Std 7 'th-15.Light, (iii)Std 8'th-16.Light, MATERIAL USED:- PLASTIC VESSEL, LED BULBS, WIRES, PLUG, MIRRORS. BASE (INCH):- DIA- 8, HEIGHT (INCH):- 7.5 9. MAGIC WATER TAP:- Optical Illusion. Refractive index of medium, refraction, Std. 10'th-10.Light - Reflection and Refraction, MATERIAL USED:- ACRYLIC SHEETS, ACRYLIC PIPE, TAP, MOTOR, WIRES, PLUG. BASE (INCH):- 7 X 8, HEIGHT (INCH):-11. 10. TOTAL INTERNAL REFLECTION:- Total internal reflection, bending of light ray. Optical fiber, Std. 10'th-10.Light - Reflection and Refraction, MATERIAL USED:- ACRYLIC SHEETS, ACRYLIC PIPE, LASER LIGHT, RUBBER BUSH, PRINTING & LAMINATION PAPER. BASE (INCH):- 1.5 X 7 HEIGHT (INCH):- 12 11. FUN WITH MAGNETS:- Types of magnets Magnetic field and properties of field lines,(i)Std 6'th-13. Fun with Magnets, (ii)Std 10'th- 13.Magnetic effects of electric current. MATERIAL USED:- ACRYLIC SHEETS, HORSE SHOE MAGNET, MAGNETIC COMPASS, PLAYING MAGNET, TRIANGULAR MAGNET, SQUARE MAGNET, RECTANGULAR MAGNET, SPHERICAL MAGNET, CIRCULAR MAGNET. BASE (INCH):- 7 X 7. HEIGHT (INCH):- 1 12. LAW OF INERTIA:- Newton's first law. Inertia is opposing change in state of rest. Std. 9'th-9.Force and Law of Motion, MATERIAL USED:- ACRYLIC SHEETS, STEEL SCALE, SCREWS, ACRYLIC ROD, ACRYLIC PIPE. BASE (INCH):- 7.5 X 2.5. HEIGHT (INCH):- 6.5. 13. CIRCLE & BALL:- Newton's first law. Inertia is opposing change in motion. Centripetal force. Std. 9'th-9.Force and Law of Motion. MATERIAL USED:- ACRYLIC SHEETS, METAL BALL, ACRYLIC ROD, BEARINGS. BASE (INCH):- 10 X 10, HEIGHT (INCH):- 2.5 14.

ACTION

REACTION:- Newton's 3rd law of motion. For every action there is equal opposite and reaction, Std. 9'th-9. Force and Law of Motion, MATERIAL USED:- ACRYLIC SHEETS, METAL ROD, MOTORS, WIRES, TOGGLE SWITCH, PLUG, PLAS"

Total Price 303,729.00 INR

SrNo.	SrvLnNo	SrvNo.	Brief Description	Quantity	Rate
2	20	3020005	Capacity Buidling Service	1.000 NOS	40,000.00 INR
			S		

Service Long Text :

Capacity Buidling Services
"Training of Teachers :
Training of teachers on guiding and usage of Mini Science Labarotary"

Total Price 40,000.00 INR

Item Charges

Gross Price	INR	343,729.000 INR

Gross Price(S.tax+Edcess)		343,729.000 INR

Delivery Terms :		
For each unloading point you need to give separate challans.		
Payment Term	:	Payment within 30 days from date of invoice
Total Order Value	:	405,600.22 INR
Collection Centre	:	

PLEASE DELIVER/EXECUTE THE FOLLOWING GOODS/SERVICES ACCORDING TO THE TERMS, CONDITIONS AND INSTRUCTIONS AS SPECIFIED HEREWITH. KINDLY SEND US THE SIGNED COPIES OF THE ORDERS AS A TOKEN OF ACCEPTANCE WITHIN 3 DAYS OTHERWISE IT WILL BE TREATED AS YOU HAVE ACCEPTED THE SAME.

TIMELY DELIVERY & CORRECT QUALITY IS THE ESSENCE OF THIS ORDER. TATA STEEL FOUNDATION RESERVES THE RIGHT TO IMPOSE SUITABLE PENALTY W.R.T. LATE DELIVERY IF ANY.

STANDARD CLAUSES OF ORDER/CONTRACT

DEFINITIONS

'PURCHASER' MEANS TATA STEEL FOUNDATION, WHO AWARDS THE ORDER TO SUPPLIER AND SHALL INCLUDE ITS DIRECTORS, EMPLOYEES, SUCCESSORS, ENGINEERS, AGENTS OR ANY OF THEM.

'SUPPLIER' MEANS THE VENDOR/SUPPLIER WHO IS REGISTERED WITH THE PURCHASER FOR PROVIDING THE SERVICES UNDER THIS ORDER/CONTRACT AND INCLUDES ITS DIRECTORS, EMPLOYEES, SUCCESSORS, ENGINEERS, AGENTS OR ANY OF THEM.

'SERVICE' MEANS ANY SERVICE MENTIONED IN THIS ORDER.

'ORDER' MEANS PURCHASE ORDER OR WORK ORDER OR VALUE CONTRACT ISSUED BY TATA STEEL FOUNDATION FROM TIME TO TIME FOR SUPPLY OF THE MATERIALS BY SUPPLIER WITHIN A SPECIFIED TIME PERIOD AND IN PURSUANCE TO THE OTHER SPECIAL TERMS AND CONDITIONS MENTIONED THEREIN.

LIQUIDATED DAMAGES FOR DELAY IN DELIVERY:

TATA STEEL FOUNDATION SHALL RECOVER LIQUIDATED DAMAGES FROM THE SUPPLIER FOR ANY DELAY IN DELIVERY OF THE EQUIPMENT/ITEMS BEYOND THE STIPULATED DELIVERY PERIOD AT THE RATE OF MINIMUM HALF (1/2%) PER CENT OF THE ORDER VALUE (WHERE DELAY HAS TAKEN PLACE) PER WEEK OF DELAY OR PART THEREOF, SUBJECT TO A MAXIMUM OF FIVE (5%) PERCENT OF THE TOTAL ORDER VALUE.

COMPLIANCE OF GST LAW:

IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR/ SUPPLIER/ VENDOR TO COMPLY WITH ALL THE REQUIREMENTS PRESCRIBED IN THE GST LAW AS MAY BE APPLICABLE IN RESPECT OF THE ACTIVITIES/ SUPPLY MADE BY THEM UNDER THIS AGREEMENT/ ORDER.

ORDER DATE:

THE ORDER RELEASE DATE MENTIONED IN THE ORDER IS THE ORDER DATE.

PRICING TYPE:

THE PRICES INDICATED ARE FOR DOOR DELIVERY AT TATA STEEL FOUNDATION, SITE (OTHERWISE SPECIFIED IN THE ORDER), WITH ALL IN COMPLETE. FOR LOCATIONS OTHER THAN TATA STEEL FOUNDATION'S, SITE, THE DESTINATION WILL BE AS SPECIFIED IN THE ORDER.

THE PRICES INDICATED SHALL REMAIN FIXED, FIRM AND BINDING (UNLESS OTHERWISE SPECIFICALLY INDICATED ELSEWHERE IN THE ORDER) TILL COMPLETION OF JOB.

THE SUPPLIER SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR HIS WRONG ASSUMPTIONS/OMISSIONS/CONSIDERATION, IF ANY, AND SHALL INCLUSIVE OF ALL-APPLICABLE TAXES AND DUTIES IN THE ORDER PRICE. IN ADDITION TO ABOVE, TAXES AND DUTIES, IF ANY, WHICH ARE PREVAILING ON THE DATE OF ISSUANCE OF ORDER, AS THE CASE MAY BE, BUT NOT CONSIDERED BY THE SUPPLIER IN THE ORDER PRICE, SHALL BE BORNE AND PAID FOR BY THE SUPPLIER.

FREIGHT CHARGES:

IT IS THE SUPPLIER RESPONSIBILITY TO ARRANGE ALL REQUIREMENTS FOR COMPLETE EXECUTION OF JOBS/SERVICES AS MENTIONED IN THIS ORDER.

TRANSIT RISK AND STORAGE AT SITE RESPONSIBILITY:

MATERIALS NEED NOT BE INSURED AT PURCHASER'S COST UNLESS SPECIFICALLY AGREED TO IN THE ORDER. HOWEVER, THE SUPPLIER SHALL BE RESPONSIBLE FOR SAFE ARRIVAL OF THE GOODS AT ITS FINAL DESTINATION IN GOOD CONDITION, STORAGE AT SITE AND WITHOUT ANY LOSS OR DAMAGE UNTIL THE SAME IS ACTUALLY DELIVERED TO AND RECEIVED BY THE PURCHASER. IF, ON INSPECTION AT THE JOB COMPLETION, THE PURCHASER DISCOVERS ANY LOSS IN THE GOODS SUPPLIED OR THAT GOODS ARE RECEIVED IN DAMAGED CONDITION OR THAT, IN THE OPINION OF THE PURCHASER, THE GOODS DO NOT COMPLY WITH THE ORDERED QUANTITY OR SPECIFICATION, THE PURCHASER, NOTWITHSTANDING THAT THE TITLE OF THE GOODS SHALL HAVE PASSED ON TO THE PURCHASER, SHALL BE ENTITLED TO REFUSE ACCEPTANCE OF THE GOOD OR SERVICE ORDERED AND SHALL BE AT LIBERTY TO BUY PURCHASER'S REQUIREMENTS FROM ANY OTHER SUPPLIER OF HIS CHOICE AND RECOVER THE LOSS, IF ANY, FROM THE SUPPLIER.

ACCORDINGLY, THE SUPPLIER SHALL AT HIS COST, IF CONSIDERED NECESSARY BY HIM, ARRANGE TRANSIT INSURANCE WITH ALL RISKS COVER INCLUDING SRCC (STRIKE, RIOTS AND CIVIL COMMOTION) FOR INLAND TRANSIT. THE RISK/TITLE AND OWNERSHIP OF GOODS SHALL REMAIN WITH THE SUPPLIER TILL THE EQUIPMENT/ITEMS AND MATERIALS ARE HANOVER/RECEIVED BY THE PURCHASER AT DESTINATION AS PER THE ORDER, IN SATISFACTORY CONDITION.

TERMS OF DELIVERY:

ALL REQUIRED MATERIALS/SERVICES FOR EXECUTION OF THIS ORDER WILL BE SUPPLIED/ARRANGED BY THE CONTRACTOR; THE TATA STEEL FOUNDATION IS NOT RESPONSIBLE FOR THAT.

ANY CONSTRUCTIONAL MATERIALS ARE TO BE CERTIFIED BY OUR ENGINEER AS PER SPECIFICATION AND OUR ENGINEER HAS RIGHT TO REJECT THE LOW QUALITY MATERIALS.

DELIVERY IN THE EVENT OF ANY VARIANCE BETWEEN THE DELIVERY DATES INDICATED AGAINST THE ORDERED ITEMS AND THE DATE CALCULATED BASED ON

EXECUTION PERIOD GIVEN IN THE TEXT OF THIS ORDER, THE DATE WILL BE CALCULATED BASED ON THE EXECUTION PERIOD GIVEN IN TEXT SHALL BE BINDING FOR ALL CONTRACTUAL PURPOSES.

TIMELY DELIVERY IS THE ESSENCE OF THE CONTRACT/ORDER AND SHOULD BE MADE AS PER THE SCHEDULE SPECIFIED IN THE ORDER.

THE DELIVERY OF SERVICE MEAN DELIVERED ALL IN COMPLETE AS SPECIFIED IN THIS ORDER BY THE SUPPLIER, DOOR DELIVERY AT TATA STEEL FOUNDATION SITE (UNLESS OTHERWISE SPECIFIED IN THE ORDER). FOR LOCATIONS OTHER THAN TATA STEEL FOUNDATION SITE, THE DESTINATION WILL BE AS SPECIFIED IN THE ORDER.

ROAD PERMIT WILL ARRANGED BY THE SUPPLIER AT THEIR OWN ARRANGEMENT AGAINST ANY REQUIREMENTS FOR COMPLETE JOB EXECUTION.

IN CASE OF SUPPLIED MATERIALS FOUND DAMAGED/EXPIRED/NOT AS PER SPECIFICATIONS, THE SUPPLIER IS LIABLE TO REPLACE THE SAME AT HIS OWN COST AND RISK.

SERVICE AGAINST A CONTRACT SHALL BE EXECUTED ONLY ON RECEIPT OF A RELEASE ORDER (RO) AND CONTRACT CEILING VALUE AND VALIDITY PERIOD MUST BE CONSIDER.

INSPECTION AND REJECTION:

THE PURCHASER SHALL RESERVE THE RIGHT TO REJECT/PART ACCEPT THE GOODS UNDER FOLLOWING CONDITIONS:

- A) INORDINATE DELAY IN DELIVERY
- B) GOODS NOT AS PER SPECIFICATIONS MENTIONED IN ORDER
- C) TEST CERTIFICATES/MSDS/OTHER CERTIFICATES AS SPECIFIED IN THE ORDER NOT PROVIDED AT THE TIME OF DELIVERY
- D) GOODS IN DAMAGED CONDITION
- E) SHORT/EXCESS SUPPLY
- F) ANY ERROR IN THE INVOICE
- G) STATUTORY DOCUMENTS NOT PROVIDED AT THE TIME OF DELIVERY

TERMS OF PAYMENT:

SUBJECT TO ALL STATUTORY DEDUCTIONS, AS APPLICABLE AND ANY DEDUCTION WHICH THE TATA STEEL FOUNDATION MAY BE AUTHORIZED TO MAKE, THE CONTRACTOR SHALL BE ENTITLED TO PAYMENTS AS PER THE TERMS OF PAYMENT INDICATED IN THE ORDER. ALL PAYMENTS SHALL BE MADE BY CHEQUES/ E-PAYMENT.

UNLESS OTHERWISE SPECIFIED, PAYMENT WILL BE MADE WITHIN 30 DAYS OF SATISFACTORY RECEIVE OF MATERIAL AT SITE.

RISK PURCHASE:

IN CASE THE VENDOR/SUPPLIER IS NOT ABLE TO PERFORM AS PER THE AGREED ORDER/CONTRACT, TATA STEEL FOUNDATION RESERVES THE RIGHT TO TERMINATE THE ORDER AND TO GET THE JOB DONE FROM ALTERNATE SOURCES AT OPEN MARKET RATE BY RECOVERING THE ADDITIONAL COSTS FROM YOUR PENDING BILLS IF ANY WITH TATA STEEL FOUNDATION AT ANY LOCATION.

SUBMISSION OF BILLS:

BILLS/INVOICES MUST BE PREPARED EXACTLY AS PER THE ORDER ITEM CODE, DESCRIPTION AND SL NO

THE SUPPLIER MUST INDICATE THE FOLLOWING DETAILS IN THEIR INVOICE:

"TAX INVOICE" MUST BE PRINTED ON EVERY ORIGINAL INVOICE.

SUPPLIER'S TIN/GSTIN/PAN NUMBER

TAX INVOICE SERIAL NUMBER

PURCHASE ORDER NUMBER AND DATE

BILLS IN DUPLICATE, AGAINST EACH ORDER SEPARATELY SHOULD BE SEND TO TATA STEEL FOUNDATION FROM WHERE THE ORDER PLACED.

CANCELLATION OF ORDER/CONTRACT:

WITHOUT PREJUDICE TO CLAUSES CONCERNING FORCE MAJEURE AND ARBITRATION HEREOF AND TO ANY OTHER REMEDY AVAILABLE, THE PURCHASER AT HIS OPTION, MAY CANCEL THE CONTRACT AT ANY TIME BY SIMPLE WRITTEN NOTICE TO THE SUPPLIER IN CASE OF SUPPLIER'S NON-COMPLIANCE WITH HIS UNDERTAKINGS UNDER THE CONTRACT/ ORDER AND MORE SPECIFICALLY IN CASE ANY OF THE

FOLLOWING CIRCUMSTANCES OCCURS:

- A) UNJUSTIFIED INTERRUPTION OF CONTRACTUAL SERVICES BY THE SUPPLIER INCLUDING DELAYS AND/OR FAILURE TO MAINTAIN DELIVERY SCHEDULE OF PLANT AND EQUIPMENT, DESIGNS AND DRAWINGS AND OTHER SUPPLIES OR COMPLETION OF WORK AS AGREED TO.
- B) ERRORS, NEGLIGENCE, INSUFFICIENCIES IN THE CONTRACTUAL WORK UNDER EXECUTION OR FAILURE TO SUPPLY REQUIRED MATERIALS AS PER SPECIFICATION OR MANPOWER OR IN OTHER SIMILAR CIRCUMSTANCES AFFECTING THE QUALITY OF WORK FOR REASON ATTRIBUTABLE TO THE SUPPLIER.
- C) IF THE SUPPLIER REFUSES TO IMPLEMENT INSTRUCTIONS RECEIVED FROM THE PURCHASER OR THE ENGINEER WITHIN THE STIPULATIONS OF THE CONTRACT/ ORDER.
- D) WHERE THE SUPPLIER IS DECLARED IN LIQUIDATION OR BANKRUPTCY OR IS INVOLVED IN SIMILAR PROCEEDINGS OR HAS BEEN IMPLICATED REPEATEDLY IN LITIGATION OR MAY HAVE ENTERED INTO OR TRANSFERS WITH HIS CREDITORS OR OTHERS WHICH MIGHT COMPROMISE THE SUPPLIER'S SOLVENCY.

IN ANY OF THE CASES DESCRIBED ABOVE, THE PURCHASER SHALL INFORM THE SUPPLIER OF ITS DECISION TO CANCEL THE CONTRACT/ORDER OR TO TERMINATE THE SUPPLIER'S SERVICES, IN WHOLE OR PART UNDER IT, SPECIFYING IN SUCH NOTICE THE REASON OR THE BASIS FOR THIS DECISION. THE SUPPLIER SHALL WITHIN FIFTEEN (15) DAYS FROM THE ABOVE NOTICE OF DEFAULT, CORRECT SUCH DEFAULT OR SATISFY THE PURCHASER REGARDING THE ACTION TAKEN BY HIM FOR THE CORRECTIVE ACTION, FAILING WHICH THE PURCHASER AT HIS OPTION WILL CANCEL THE CONTRACT/ORDER. THE SUPPLIER SHALL IMMEDIATELY STOP ALL WORK IN CONNECTION WITH THE CONTRACT/ORDER, EXCEPT AS DIRECTED BY THE PURCHASER. IN SUCH CASE, THE PURCHASER SHALL BE AT LIBERTY TO CONTRACT WITH OTHER PARTIES OR TO PERFORM WITH HIS OWN PERSONNEL THOSE SUPPLIES/ SERVICES UNDERTAKEN BY THE SUPPLIER IN THE CONTRACT/ORDER. IN SUCH CASE, THE SUPPLIER SHALL BE LIABLE FOR ANY COSTS INCURRED BY THE PURCHASER FOR OBTAINING AND/OR ERECTING THE BALANCE OF THE PLANT FROM ANOTHER PARTY IN EXCESS OF THE ORDERED PRICE. IN CASE OF TERMINATION OF PART OF THE CONTRACT/ORDER, THE SUPPLIER WILL CONTINUE PERFORMANCE OF THE CONTRACT/ORDER TO THE EXTENT NOT TERMINATED BY THE PURCHASER.

THE TATA STEEL FOUNDATION SHALL BE AT LIBERTY TO TERMINATE THIS CONTRACT OR ANY ORDER ISSUED IN PURSUANCE TO THIS CONTRACT WITHOUT ASSIGNING ANY REASON BY SERVING 15 DAYS WRITTEN NOTICE TO THE CONTRACTOR. IN SUCH AN EVENT THE CONTRACTOR SHALL NOT BE ENTITLED FOR ANY COMPENSATION FROM THE TATA STEEL FOUNDATION.

ARBITRATION:

(I) GOVERNING LAW AND JURISDICTION:

THIS CONTRACT/ORDER SHALL BE CONSTRUED, GOVERNED AND ENFORCED IN ACCORDANCE WITH THE LAW OF INDIA. THE PARTIES HEREBY AGREE THAT JURISDICTION OVER ANY DISPUTE ARISING UNDER THIS CONTRACT/ORDER SHALL BE VESTED ONLY IN THE COURTS OF INDIA AND THE PARTIES SUBMIT TO THE JURISDICTION OF THE SAID COURTS AT JAMSHEDPUR IN THE STATE OF JHARKHAND.

(II) DISPUTE RESOLUTION:

ANY DISPUTE OR DIFFERENCE ARISING BETWEEN THE PARTIES HERETO IN RESPECT OF ANY ASPECT OF THIS CONTRACT/ORDER OR THE INTERPRETATION CONSTRUCTION OR EFFECT OF THE TERMS AND CONDITION OF THE CONTRACT/ORDER SHALL BE FIRST SETTLED MUTUALLY BY NEGOTIATIONS BETWEEN THE PARTIES. IN CASE NO SETTLEMENT IS REACHED WITHIN A PERIOD OF 60 (SIXTY) DAYS FROM THE DATE OF DISPUTE RAISED BY ONE PARTY ON THE OTHER, SUCH DISPUTE OR DIFFERENCE MAY BE REFERRED TO A SOLE ARBITRATOR BY THE AGGRIEVED PARTY. SHOULD THE PARTIES NOT AGREE TO THE APPOINTMENT OF A SOLE ARBITRATOR, EACH PARTY SHALL APPOINT ITS OWN ARBITRATOR AND THE TWO ARBITRATORS SO APPOINTED BY THE PARTIES SHALL, BEFORE ENTERING UPON THE REFERENCE, APPOINT THE THIRD ARBITRATOR WHO SHALL ACT AS THE PRESIDING ARBITRATOR. THE ARBITRATION PROCEEDINGS SHALL BE CONDUCTED AND GOVERNED BY THE ARBITRATION AND CONCILIATION ACT, 1996 AND AMENDMENT MADE THEREOF. THE LANGUAGE OF THE

ARBITRATION SHALL BE ENGLISH AND THE PLACE OF ARBITRATION SHALL BE AT JAMSHEDPUR.

THE PARTIES MAY HOWEVER MUTUALLY AGREE TO ANY OTHER VENUE IN INDIA FOR THE ARBITRATION, FAILING WHICH THE ARBITRAL TRIBUNAL SHALL DECIDE THE VENUE. THE AWARD MADE BY THE ARBITRAL TRIBUNAL SHALL BECOME FINAL AND BINDING UPON THE PARTIES AND SHALL BE ENFORCED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE ARBITRATION AND CONCILIATION ACT, 1996.

CONFIDENTIAL INFORMATION:

CONFIDENTIAL INFORMATION, INCLUDING ALL TECHNICAL DATA, DESIGNS, INFORMATION RECEIVED FROM TATA STEEL FOUNDATION SHALL BE KEPT SECRET AND SHALL NOT BE DISCLOSED TO ANY THIRD PARTY AND TREATED AS CONFIDENTIAL.

SAFETY, SECURITY, TATA CODE OF CONDUCT, ANTI-BRIBERY & ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING POLICY CLAUSE:

THE CONTRACTOR SHALL UNDERTAKE FULL RESPONSIBILITY FOR SAFE DELIVERY OF MATERIAL AT TATA STEEL FOUNDATION SITE. THE CONTRACTOR SHALL COMPLY WITH ALL SAFETY ASPECTS OF SAFETY STANDARDS, LIFESAVING RULE, CODES & STANDARDS REFERRED TO IN THE TECHNICAL SPECIFICATION. THE CONTRACTOR SHALL ABIDE BY AND SHALL ENSURE 100% COMPLIANCE OF VARIOUS STATUTORY RULES OF THE GOVERNMENT AND SAFETY RULES AND REGULATIONS OF THE TATA STEEL LTD/TATA STEEL FOUNDATION, BEING ISSUED BY THE GOVERNMENT AUTHORITY AND TATA STEEL LTD/TATA STEEL FOUNDATION TIME TO TIME IN THIS REGARD. BY ACCEPTING THIS ORDER, THE CONTRACTOR UNDERTAKES THAT IT FULLY IS AWARE OF THE SAFETY NORMS AND SHALL TAKE ALL NECESSARY STEPS IN THAT REGARD.

A) (THE SERVICE PROVIDER/VENDOR) ACKNOWLEDGES AND AGREES THAT IT HAS NOT, AND WILL NOT, MAKE OR PROMISE TO MAKE CORRUPT PAYMENTS OF MONEY OR ANYTHING OF VALUE, DIRECTLY OR INDIRECTLY, TO ANY GOVERNMENT OR PUBLIC INTERNATIONAL ORGANIZATION OFFICIALS, POLITICAL PARTIES, OR CANDIDATES FOR PUBLIC OFFICE, OR EMPLOYEE OF A COMMERCIAL CUSTOMER OR SUPPLIER, FOR THE PURPOSE OF OBTAINING OR RETAINING BUSINESS OR SECURING ANY IMPROPER ADVANTAGE. (THE SERVICE PROVIDER/VENDOR) ALSO AGREES THAT IT SHALL NOT ENGAGE IN ANY ACTIVITY THAT WOULD EXPOSE TATA STEEL LTD/TATA STEEL FOUNDATION TO A RISK OF PENALTIES UNDER THE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTION, LIKE THE PREVENTION OF CORRUPTION ACT 1988 AND PREVENTION OF CORRUPTION (AMENDMENT) ACT 2018 OR ANY APPLICABLE LOCAL LAWS, PROHIBITING IMPROPER PAYMENTS, INCLUDING BUT NOT LIMITED TO BRIBES TO OFFICIALS OF ANY GOVERNMENT OR PRIVATE AGENCY.

B) (THE SERVICE PROVIDER/VENDOR) HEREBY REPRESENTS THAT IT HAS NOT AND SHALL NOT ITSELF OR THROUGH ANY OF ITS PERSONNEL OR ANY OTHER ENTITY, BY WHATEVER NAME CALLED, GIVE OR WILL GIVE OR PROMISE TO GIVE ANY MONEY OR GIFT TO ANY EMPLOYEE/OFFICIAL OF TATA STEEL LTD/TATA STEEL FOUNDATION TO INFLUENCE THEIR DECISION REGARDING THIS AGREEMENT, NOR SHALL IT EXERT OR UTILIZE ANY UNLAWFUL INFLUENCE THROUGH A PROMISE TO PAY A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE TO SECURE OR SOLICIT ANY EXTENSION HEREOF.

C) (THE SERVICE PROVIDER/VENDOR) AGREES THAT BREACH OF THIS CLAUSE SHALL BE SUFFICIENT GROUND FOR TATA STEEL LTD/TATA STEEL FOUNDATION TO TERMINATE THIS AGREEMENT IMMEDIATELY WITHOUT PREJUDICE TO THE (THE SERVICE PROVIDER/VENDOR) LIABILITY UNDER APPLICABLE LAWS. FURTHER, BREACH OF THIS CLAUSE SHALL ALSO BE SUFFICIENT GROUND FOR TATA STEEL LTD/TATA STEEL FOUNDATION TO WITHHOLD ANY AND ALL PAYMENTS, WHICH MAY BE DUE TO THE (THE SERVICE PROVIDER/VENDOR) AND FOR TATA STEEL LTD/TATA STEEL FOUNDATION TO INITIATE APPROPRIATE LEGAL ACTIONS AGAINST THE (THE SERVICE PROVIDER/VENDOR).

THIRD PARTY

THIRD PARTY(IES) # INCLUDES ANY INDIVIDUAL OR ORGANIZATION, WHO/WHICH COME INTO CONTACT/TRANSACT/REPRESENTS/ACTS ON BEHALF OF/TAKES DECISION ON BEHALF OF OR JOINTLY ACTS WITH THE COMPANY. THIRD PARTY MAY INCLUDE VENDORS, SUPPLIERS, BUSINESS PARTNERS, LEAD GENERATORS, CONSULTANTS,

INTERMEDIARIES, REPRESENTATIVES, SUBCONTRACTORS, AGENTS, ADVISERS, JOINT VENTURES AND GOVERNMENT & PUBLIC BODIES (INCLUDING THEIR ADVISERS, REPRESENTATIVES AND OFFICIALS, POLITICIANS AND POLITICAL PARTIES).

ANY VIOLATION OF SAFETY, SECURITY, TATA CODE OF CONDUCT, ANTI-BRIBERY & ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING NORMS, CONSEQUENCE MANAGEMENT DECISION OF TATA STEEL LTD/TATA STEEL FOUNDATION SHALL BE APPLICABLE.

NO CHILD LABOUR TO BE ENGAGED BY THE VENDOR. IF WE RECEIVE ANY PROOF OF NON-COMPLIANCE ON THIS, YOUR VENDOR CODE WILL BE BLOCKED AND NO BUSINESS WILL BE GIVEN TO YOU IN FUTURE.

ENVIRONMENT POLICY:

NO ACCEPTANCE OF POLYTHENE BAG PACKAGES AT THE TIME OF DELIVERY OF MATERIAL AT OUR STORE OR AT SITE.

IF YOU HAVE TO DELIVER THE MATERIAL IN POLYTHENE BAG, THE SAME SHOULD BE COLLECTED BACK BY YOU AFTER DELIVERY OF THE MATERIAL FOR RECYCLING/REUSE.

MATERIAL TO BE DELIVERED PREFERABLY IN RECYCLED PAPER CARTONS OR REUSABLE CLOTH/PAPER BAGS.

QUANTITY TOLERANCE:

THE TATA STEEL FOUNDATION RESERVES THE RIGHT FOR RECEIVING QUANTITY OF 25% MORE/LESS AGAINST THE ORDER QUANTITY

FORCE MAJEURE:

IF AT ANY TIME DURING THE CONTINUANCE OF THIS ORDER THE PERFORMANCE BY EITHER PARTY UNDER THIS ORDER CANNOT BE PERFORMED BY REASONS OF ANY DECLARED WAR, HOSTILITY, ACTS OF THE PUBLIC OR ENEMY, CIVIL COMMOTION, SABOTAGE, FIRE, FLOOD, EARTHQUAKE, EXPLOSION, EPIDEMIC, QUARANTINE RESTRICTIONS OR OTHER ACTS OF GOD, (HEREINAFTER REFERRED TO AS 'EVENTUALITY') AFFECTING THE SUPPLY OR RESPECTIVE OBLIGATION OF THE PARTIES, THE AFFECTED PARTY SHALL NOTIFY THE OTHER OF THE HAPPENING OF ANY SUCH EVENTUALITY WITHIN FIFTEEN (15) DAYS FROM THE DATE OF THE OCCURRENCE OF SUCH EVENTUALITY. IN SUCH AN EVENT NEITHER PARTY SHALL, BE ENTITLED TO TERMINATE THIS ORDER, NOR SHALL EITHER PARTY HAVE ANY CLAIM FOR DAMAGES AGAINST THE OTHER IN RESPECT OF SUCH NON-PERFORMANCE OF THE WORK UNDER THIS ORDER. THE PERFORMANCE SHALL BE RESUMED AS SOON AS PRACTICABLE AFTER SUCH EVENTUALITY HAS COME TO AN END OR CEASED TO EXIST. UNDER SUCH CIRCUMSTANCES THE CONTRACTUAL DELIVERY PERIOD SHALL BE EXTENDED BY A PERIOD EQUAL TO THAT DURING WHICH SUCH EVENTUALITY OPERATED PLUS AN ADDITIONAL PERIOD, IF ANY, AS MAY BE CONSIDERED REASONABLE BY PURCHASER AND SUPPLIER. WHETHER THE EVENTUALITY HAS COME TO AN END OR CEASED TO EXIST WILL BE DELIBERATED AND MUTUALLY SETTLED. SHOULD ONE OR BOTH PARTIES BE PREVENTED FROM FULFILLING THEIR CONTRACTUAL OBLIGATIONS BY A STATE OF FORCE MAJEURE LASTING CONTINUOUSLY FOR A PERIOD OF AT LEAST TWO (2) MONTHS, BOTH THE PARTIES SHALL CONSULT EACH OTHER REGARDING THE FURTHER IMPLEMENTATION OF THE ORDER, PROVIDED ALWAYS THAT, IF NO MUTUALLY AGREED ARRANGEMENT IS ARRIVED AT WITHIN A PERIOD OF ONE (1) MONTH FROM THE EXPIRY OF THE TWO MONTHS REFERRED TO ABOVE, THE ORDER SHALL BE DEEMED TO HAVE EXPIRED AT THE END OF THE SAID THREE (3) MONTHS REFERRED TO ABOVE. THE ABOVE MENTIONED EXPIRY OF THE ORDER WILL IMPLY THAT BOTH THE PARTIES HAVE THE OBLIGATION TO REACH AN AGREEMENT REGARDING THE WINDING UP AND FINANCIAL SETTLEMENT OF THE ORDER.

OTHER TERMS AND CONDITIONS:

VEHICLE HAVING AGE MORE THAN 15 YEARS IS NOT ALLOWED INSIDE THE PURCHASER'S PREMISES.

SA 8000 STANDARD: IT IS MANDATORY FOR YOU AS CONTRACTOR/ TRANSPORTER/ SUPPLIER/ ANY OTHER KIND OF SERVICE PROVIDER TO TATA STEEL TO COMPLY WITH SA 8000 NORMS AS PER THE CHECK LIST SUBMITTED BY YOU TO US.

NONCOMPLIANCE OF THE SAME, DETECTED AT ANY POINT OF TIME MAY LEAD TO CANCELLATION OF ORDER OR ANY OTHER ACTION OR BOTH AS DEEMED FIT BY TATA STEEL FOUNDATION.

THE SUPPLIER SHALL ACKNOWLEDGE RECEIPT OF ORDER/CONTRACT AND SEND THE ACCEPTANCE WITHIN 3 DAYS OF PLACEMENT OF ORDER. IN CASE OF NON-RECEIPT OF ORDER ACKNOWLEDGEMENT/ANY COMMUNICATION WITHIN THIS PERIOD, THE ORDER SHALL BE TREATED AS ACCEPTED.

IN CASE THE SUPPLIER IS AN E-PARTNER, THE ACKNOWLEDGEMENT SHALL BE SUBMITTED THROUGH E-PROC ONLY.

THIS ORDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS AS SPECIFIED HEREIN AND PURCHASER'S RFQ. IN CASE ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS GIVEN THIS ORDER AND THOSE IN THE RFQ, TECHNICAL SPECIFICATION OR OTHER TENDER DOCUMENTS, THE TERMS AND CONDITIONS GIVEN HEREIN SHALL PREVAIL. WHEREVER PURCHASER HAS SIGNED AN AGREEMENT WITH THE SUPPLIER, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS & CONDITIONS IN THIS ORDER AND THAT IN THE AGREEMENT, THE TERMS & CONDITIONS INCORPORATED IN THE AGREEMENT SHALL PREVAIL.

THE TATA STEEL FOUNDATION IS NOT RESPONSIBLE FOR DELAY, NON PAYMENT OF BILLS IF THE PACKING AND MARKING INSTRUCTIONS GIVEN ABOVE, ARE NOT FOLLOWED.

This is an electronically generated documents, hence does not require signature.

Plant : 9615 TSF JSR
General Instructions : Sales Tax in no case will be borne by the Steel Co.

For Tata Steel Foundation

Authorised Signatory

NISHA KUMARI

Print Date: 15.03.2024