

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Page 1 of 24

<b>Contract No. : 5300004520</b> <b>Date : 10-DEC-2021</b> <b>Old PO No Ref.:</b>	<b>Value Contract</b>	<b>Our RFQ No. :</b> <b>Our Ref No. : NIKHIL M</b> <b>Dated :</b> <b>Your Offer No. : EMAIL</b> <b>Dated : 09-DEC-2021</b>
---	-----------------------	--

<b>Vendor Code - 207166</b> <b>Vendor Name &amp; Address :</b> SILA SOLUTIONS PVT LTD  2nd Floor 1, Gordhan Building Dr. Parekh Mumbai, Maharashtra-400004 Samaj Opp Reliance H Tel. No. 7506940565, Fax. No. E-Mail.: kunal.lala@silagroup.co.in GSTIN NO : 27AANCS3675D1Z2 Kind Attn.: Kunal Lala Mobile No. - 7506940565 <b>Vendor Code - 207166</b> <b>Invoicing Party Address :</b> SILA SOLUTIONS PVT LTD  2nd Floor 1, Gordhan Building Dr. Parekh Mumbai Region : Maharashtra, Postal Code : 400004 Country : INDIA Tel. No. 7506940565, Fax. No. E-Mail: kunal.lala@silagroup.co.in GSTIN NO : 27AANCS3675D1Z2 Kind Attn.: Kunal Lala Mobile No. - 7506940565	<b>Our GST Reg. No:</b>  <b>GSTIN NO : 24AAACE0890P1ZF</b>  <b>Address for Communication :</b> NAYARA ENERGY LIMITED Procurement Dept. Refinery Site 39KM, Jamnagar-Okha Highway VADINAR-361305 GUJARAT-INDIA  <b>Contact Person for this PO :</b> <b>Buyer for this job: NIKHIL MALPANI</b> <b>Email ID: Nikhil.Malpani@nayaraenergy.com</b> <b>Mobile : 9904409128</b>  <b>Lead for this job: Mr. S. Reddy</b> <b>Email ID:</b> <b>Tel. No.: + 91 2833 662982</b>
--	---

**Validity Period : 01-JAN-2022 To 31-DEC-2024**

**Max Cap Value: 564516.00**

**Currency : Indian Rupee**

Dear Sir,

SR No.	Mat Code	Description	UOM	Unit Rate
00010	ARC for Housekeeping Services at Noida Z	AU		1

The above item includes of following services:

10	600295	HOUSE KEEPING	LS	15,681.00
		Sweeping and Cleaning floor, Racks		

**ADD: Taxes: IGST-18.00%.**

**ADD: Taxes and Other Charges:**

Registered Office: Nayara Energy Limited,

Khambhalia Post, Post Box No. 24, Dist. Devbhumi Dwarka - 361305, Gujarat, India.

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited  
KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

Page 2 of 24  
207166 DRAFT

Cap Value in Words: ( FIVE LAKH SIXTY FOUR THOUSAND FIVE HUNDRED SIXTEEN Rupees Only)

## SPECIAL TERMS AND CONDITION:

### SPECIAL CONDITIONS OF CONTRACT - DOMESTIC SERVICES

This Special Conditions to the Contract is entered into between:

NAYARA ENERGY LIMITED (Formerly known as Essar Oil Limited) Company incorporated under the Companies Act, 1956 having its registered office at

Refinery Site, 39 KM, Jamnagar - Okha Highway,  
Dist. Devbhumi Dwarka,  
Vadinar - 361305.  
Gujarat State - India.

Herein called as "Nayara Energy"/"Company"

And

M/s. SILA SOLUTIONS PVT. LTD., a Company incorporated under the Companies Act, 1956 having its registered office at A/301, Neelam Center, SK Ahire Marg, Hind Cycle Road, Mumbai 400030  
Herein called as "Service Provider"/"Vendor"

The following are the Special Conditions (SCC) applicable to this contract which shall be read in conjunction with the General Terms and conditions (GCC), Specifications, drawings and/or any other document forming part of this contract. In respect of terms & conditions, not explicitly provided in this Special Terms & Conditions, provisions of General Conditions of contract are applicable. In case of any conflict or inconsistency between SCC & GCC the terms of SCC shall prevail.

Service Provider shall return the copy of this Contract duly accepted without any deviations for further processing at our end. Failure to return this work order doesn't diminish the Service Provider's responsibility of executing the services required as per this order.

The Effective date of this Work Order / Purchase Order shall commence from the date of issuance of this Work Order/Purchase Order.

#### 1.0. Engineer in Charge/ Nayara Representative & Invoicing instructions:

The Company has appointed Mr. Vishal Badiani as Engineer-in-Charge (EIC); Email: vishal.badiani@nayaraenergy.com; (M) + 91 9099067555. The Company reserves its right to change/appoint any other person as Engineer -in-Charge/Nayara Representative as may be required from time to time for timely completion of the work, with due intimation to the Service Provider. . Engineer -In-charge/ Nayara Representative will be responsible for the overall supervision of all the activities.

#### 1.1. Invoicing instructions:

1.1.1 Tax invoice shall be raised on NAYARA ENERGY LIMITED, as per the address given below for the supply of Services. The original copy (1st copy) to be marked as "Original for Recipient" and the same shall be submitted to the following address.

NAYARA ENERGY LIMITED

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

Page 3 of 24  
207166 DRAFT

Our GSTIN No.

Name of Engineer-in-charge/ Nayara Representative: Mr. Vishal Badiani

Email ID: vishal.badiani@nayaraenergy.com

Contact No.: 9099067555

Invoice to be couriered to:

Name: Mr. Vishal Badiani

Address: 5th Floor, Jet Airways Godrej BKC, Plot No. C-68, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051, Maharashtra, India

Contact No.: 9099067555

1.1.2 The Tax Invoice should be issued in accordance with the provisions of GST law comprising CGST Act, SGST/UTGST Act, IGST Act and Rules and regulations made thereunder and shall contain the following details. The Tax invoice should be issued separately for each category of service.

1. Name, address and GSTIN of the supplier.
2. Tax Invoice No. (Unique for a financial year) and Date of Issue
3. Name, address and GSTIN of the Recipient
4. Description of Services and Accounting Code of Services
5. Unit, Rate and total value of supply of Services
6. Taxable value of supply of services, taking to account discount or abatement, if any
7. Period of Service.
8. Rate of Tax and amount of Tax (CGST, SGST/UTGST, and IGST)
9. Place of Supply and name of State, in case of inter-State supply
10. Whether the tax is payable on reverse charge basis.
11. Signature or digital signature of the authorized signatory

1.1.3 The tax invoice should also contain the details of our work order number/contract reference together with the specified work completed/certified data sheet if any, for the supply of services.

1.1.4 In case of MSME Service Provider, status of MSME (Micro & small enterprises or Medium enterprises) should be mentioned in Invoice clearly.

1.1.5 The billing period applicable for Running A/C bill in respect of this contract is every calendar month. Service Provider shall raise their invoices within 30 days from the completion of Job.

1.1.6 While submitting the bill, with regard to the previous month, the Service Provider must furnish a certificate duly signed by him that all the payments to the personnel engaged by the Service Provider for duties in connection with this agreement have been made and all statutory dues, including PF contribution, to be deposited with the statutory authorities have been deposited. The company reserves the right to call for and verify the records of the Service Provider in this regard to satisfy itself that the statutory provisions have been complied with. Notwithstanding this, the Service Provider agrees that the primary responsibility of for compliance with all statutory provisions rests with the Service Provider

1.2 Goods and Services Tax (GST):

1.2.1 To facilitate NAYARA ENERGY LIMITED to avail Input Tax Credit of the GST, the Supplier/Service Provider should provide the valid tax invoice and this tax invoice details shall be uploaded into the GSTN portal. The Supplier shall file the prescribed returns within the due date and the supplier should also pay the GST charged on the tax invoice to the Government of India on or before the due date.

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

**KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA**



**Vendor Name** SILA SOLUTIONS PVT LTD

**Vendor Code**

Page 4 of 24  
207166 DRAFT

1.2.2 In case, Input Tax Credit of the GST charged on the tax invoice is disallowed to NAYARA ENERGY LIMITED, due to any non-compliance of any provisions under GST by the Supplier/Service Provider, the GST amount paid to the supplier as per the tax invoice will be recovered or adjusted from the subsequent payment, from the supplier/Service Provider along with interest, penalty and administrative cost incurred if any by NAYARA ENERGY LIMITED.

1.2.3 GST implementation may trigger various tax savings to the supplier on account of reduction of tax rate, increased tax credit, subsuming of existing indirect taxes. The Supplier to take all appropriate steps and ensure that all benefits accruing on account of GST implementation are properly availed and subsequently passed on to NAYARA ENERGY LIMITED in accordance with Section 171 of CGST/SGST Act.

1.2.4 Each payment to be made under this Purchase Order and the Service Request shall be subject to deduction, withholding or set-off of Tax, under any applicable Laws. If the Company is required by law to make a deduction or withholding tax from such payment, the Company shall furnish appropriate documentation in this behalf to Service Provider so as to enable Service Provider to claim Tax credits in this behalf, if any.

## 2.0. General

2.01 The work shall be performed in accordance with the applicable codes and practices.

2.02 Service Provider shall make himself fully conversant with the locations and the type of job to be carried out therein so that he clearly understands the scope of work and assess the requirement of resources required to complete the work in scheduled time. The job will be executed under the overall supervision of the Service Provider. He shall contact the respective Engineer-in-charge/ Nayara Representative for this purpose.

2.03 The Service Provider shall prepare/ensure to prepare plan for execution of jobs and get the same approved by Engineer-in-charge/ Nayara Representative. The Service Provider shall submit progress report at specified intervals and shall be responsible to ensure the specified progress.

2.04 The Company reserves the right to off load part or total quantum of the job depending upon the exigencies.

2.05 If the quality of job carried out is not to the satisfaction of the Engineer in charge/ Nayara Representative, whose decision will be final and binding on the Service Provider, the same job will be got done by employing any other Service Provider and the charges paid to other agency plus 10% will be recovered from the Service Provider's bill.

2.06 In the event of non-availability of consumable and other materials (under Company's scope), the Service Provider shall arrange to procure and supply the same on specific request made by Engineer/ Nayara Representative in charge and the Service Provider is entitled to charge the actual reasonable market cost of the same plus 10% (Ten percent) for all such supplies. The purchase should be done from a GST registered party only. The claim should be supported by the original of the cash memo with gate entry stamped.

2.07 The Service Provider shall work as per instructions & priorities given by Engineer-in-Charge/ Nayara Representative, which will be carried out as per the schedule given by EIC.

2.08 Execution of job includes execution of all preceding and connected jobs.

2.09 If required, the Service Provider would enter into secrecy agreement with COMPANY with respect to all drawings, design documents/information that they may come across during course of execution of the job.

2.10 The Service Provider should comply with all applicable laws including labor laws, regulations, ordinances etc. of the state/province pertaining to the work.

2.11 Damage Liability:

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

Page 5 of 24  
207100 DRAFT

In case any damage to any property, equipment, machinery and or vehicle whether belonging to the Company or third parties, caused howsoever the employees, workers, equipment, machinery and or vehicles whether belonging to you (Service Provider) or your sub-Service Provider(s), you (Service Provider) shall alone be held directly responsible for all or any claims, losses, costs and consequences.

In case any damage to any property, equipment, machinery and or vehicle belonging to Service Provider (you) or your sub-Service Provider, caused howsoever, by the employees, workers, equipment, machinery and or vehicles belonging to any third party (whether any other Service Provider or sub-Service Provider(s), your sole remedy and claims for kinds of all losses, damages, costs, consequence, etc. suffered shall lie only against such third party whose employees, workers, equipment, machinery and or vehicles have caused such damage, losses as claimed by you or any of your sub-Service Provider.

The Company shall not be liable for any indirect and consequential losses, loss of revenue or business or business profits howsoever caused.

### 3.0 Mode of measurement

Measurement of work will be made on Unit of Measurement mentioned in the Schedule of Rates and as per specification provided for the job by EIC.

### 4.0 Scope of Work

#### 4.1 The scope of work includes, -----

The work to be executed under the overall supervision of the Service Provider or the person designated by the Service Provider. Supervision of all activities may be carried out centrally or area wise as per the discretion of the Service Provider. The respective supervisors will be responsible for carrying out tasks/duties as instructed by EIC.

#### Inclusions:

- Manpower # 1 House Keeper, Chemicals & Consumables for cleaning, Vacuum Machine, Tools & Tackles required for housekeeping job and Management Fee.

Exclusions: The above proposal excludes all Toiletries & Garbage Bags. However, the same needs to be provided by the contractor and get the same reimbursed on actuals from Nayara.

- 1 Garbage collection & disposal Daily
- 2 Replenishing Polybags in Bins Daily
- 3 Replenishing Toiletries (Soap, TP Roll etc.) Daily
- 4 Floor mopping other than carpets Daily
- 5 Dusting of all the workstations, Tables, & Chairs Daily
- 6 Dry carpet vacuuming Daily
- 7 Pantry, Dining Room & Washroom Cleaning Daily
- 8 Disinfection of urinals & commode Daily
- 9 Glass cleaning Daily & Weekly by Glass Cleaning Kit
- 10 Cobweb Removal Daily/As and when required
- 11 Ceiling Light Cleaning Weekly
- 12 AC Vents Cleaning Weekly

### 4.2 POST ORDER COORDINATION / COMMUNICATION

(Commercial & Technical):

Commercial Point of Contact:

The Buyer for this job is

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited  
KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



---

**Vendor Name** SILA SOLUTIONS PVT LTD

**Vendor Code**

Page 6 of 24  
207168 DRAFT

---

Name: Mr. Nikhil Malpani / Mr. Anandan Menon  
Contact No.: + 91-9904409128 / + 91-9825212509  
E-mail ID: Nikhil.Malpani@nayaraenergy.com / Anandan.Menon@nayaraenergy.com

Technical Point of Contact:  
Attention: Mr. Vishal Badiani  
E-Mail: vishal.badiani@nayaraenergy.com

## 5.0 Schedule of Rates

Applicability of above rates shall be on item rate basis.

## 6.0 Company's Scope

6.01 Issue of work permit for carrying out the job.

6.02 Providing Job & material specifications, Drawings etc.

6.03 Power & Water shall be provided free of cost and distribution of the same shall be in Service Provider scope.

## 7.0 Service Provider's Scope

7.01 Attending job as per schedule of rates.

7.02 To carry out the jobs in a manner as per the instruction of Engineer- in - charge/ Nayara Representative. Job to be performed at all heights and locations.

7.03 To take due care of items while handling and shall be liable for recovery for the loss/damage occurred due to mishandling.

7.04 Jobs done by Service Provider shall be inspected by COMPANY as per ITP/ Instructions of Engineer-In-Charge/ Nayara Representative. If any non-conformance is observed, Service Provider will attend/ rectify/ repair the same free of cost.

7.05 To mobilize sufficient resources including all hand tools, as required for the job based on the target date of completion. All the lifting tools & tackles used by the Service Provider shall be duly tested & certified by authorized agency.

7.06 To arrange for collection of the material as per the requisition made by the Engineer In-charge/ Nayara Representative from the stores/designated area including loading and unloading. Materials installed shall be strictly as per specification.

7.07 All other jobs covered in the tender document / scope of work.

7.08 Lodging, boarding, transportation of Service Provider's employees & workmen.

7.09 Insurance of Service Provider's employees, workmen, equipment & tools & tackles.

7.10 To follow all safety norms as per HSE norms prevailing within the company from time to time.

7.11 To ensure that the work planned by Engineer-in-charge/ Nayara Representative is completed in schedule. In the event of back log, the Service Provider to increase the resources to make up for the unfinished work and to work during extended hours or round the clock without any extra cost to Company.

7.12 To provide safety appliances like dust masks, Full Body Harness Belt, ladder, safety shoes, helmet, hand gloves, safety



# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

Page 7 of 24  
207166 DRAFT

goggles, PPE, rain gears, Overalls etc. to their personnel working inside Vadinar Complex at his cost and should adhere to safety codes as given in General Conditions of the contract.

7.13 To maintain proper record of his tools & tackles, equipment, machinery and any other items issued to him from COMPANY's stores, with proper gate entry & shall provide access to Engineer In charge/ Nayara Representative for its inspection as & when required.

7.14 To provide all materials, auxiliary equipment and consumable required for doing the job including operation of auxiliary equipment.

7.15 Reconciliation of Free Issue Material as per format issued by Engineer In Charge/ Nayara Representative and consumption / wastage norms will be as per GCC or otherwise as decided by Engineer in charge/ Nayara Representative. Free issue material consumption statement to be submitted to Engineer in charge/ Nayara Representative quarterly and reconciliation will be done at the end of the year or completion of work.

7.16 To mobilize the required resources for execution of the work immediately on issuance of contract/Work Order.

7.17 Service Provider shall ensure that all staff and workmen should be medically fit and should have undergone complete medical fitness checkup/test either through outside medical practitioner ( approved by company OHC (Occupational health center) - head) or at our OHC. Medical clearance / approval will be required to be taken from our Head-OHC on the basis of medical certificate given by the medical practitioner. All gate passes shall be renewed only after the clearance is given by Head-OHC. This medical checkup will be required during the commencement of work under this contract and every six month thereafter for persons regularly (on daily basis) working in plant area (ISBL) and every 12 months for persons working in other areas. All cost of medical fitness test including consultation fee will be borne by the Service Provider.'

## 8.0 Security deposit

Service Provider shall deposit bank guarantee equivalent to 5% of the value of the contract in advance. Such bank guarantee shall be valid till 6 months after the expiry of the contract or expiry of defect liability period whichever is later. Alternatively Service Provider shall deposit 2.5 % of the value of the contract by account payee/Bank Demand Draft/Account payee cheque payable at par at Jamnagar in favor of the COMPANY in lieu of Retention money.

The COMPANY at its discretion may forfeit the above Bank guarantee / deposit in case the Service Provider fails to deliver the services / duties / responsibilities/obligations as per the terms of the contract. The Bank Guarantee / deposit can also be invoked / forfeited in case of non- performance or poor performance under the contract/work order.

## 9.0 Release of Security deposit

The bank guarantee or the security deposit as mentioned above shall be released to the Service Provider after the 6 Months of expiry of validity of contract (or such extended period) or the defect liability period, whichever is later after the approval of Engineer-in-charge/ Nayara Representative. However, such release shall be after the settlement of account as well as discharge of all amounts due from the Service Provider to COMPANY the Company and fulfillment of all the obligation of the contract.

In case of Company is renewing contract with the same Service Provider, security deposit of the expiring contract shall be released immediately on deduction of Security deposit against new contract.

## 10.0 Price Escalation

The prices mentioned in this Work Order shall not be subjected to escalation or increased on any account whatsoever. No escalation / overrun compensation shall be paid for extended duration of contract/ work order.

## 11.0 Liquidated Damages

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited  
KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

207166 Page 8 of 24 DRAFT

The date stipulated for completion of work shall be the essence of the contract.

In the event, the Service Provider fails to execute the WORK as per completion schedule mentioned in this WORK ORDER or as agreed with Engineer-in-charge/ Nayara Representative, Liquidated Damages @ ½% of value per day of delay or part thereof, subject to a maximum of 5% of work value shall be levied for delayed deliveries.

Company shall deduct the sum of liquidated damages for delay from any amount due or that may become due to Service Provider. In case such amount is insufficient, Service Provider shall forthwith pay the deficient amount within forty five (45) days of written request by the Company.

## 12.0 Defect liability period / Performance Guarantee

Defect liability period applicable for this contract is 6 months from the date of completion of work i.e. Delivery end date.

## 13.0 Payment Terms:

Service Provider shall raise monthly running account bill and the due payment shall be paid within 30 days from the date of receipt of bill by Engineer- in- charge/ Nayara Representative and upon completion of work. Bills duly certified by Engineer - in - charge/ Nayara Representative shall be sent to accounts dept. and payment shall be released by accounts dept. after deduction of applicable TDS/taxes/ duties/ levies.

Notwithstanding the release / payment of bills by the Company to the Service Provider, the Service Provider shall ensure that the payment of wages and other statutory payment within time limit. There shall not be linkage between release / payment of the bill by the Company to the Service Provider and the payment of wages / other dues by the Service Provider to his/its worker.

The first payment would be released after Service Provider fulfilled his/its primary responsibilities of obtaining labor license and maintaining records in compliance to applicable labor laws, rules & regulations and as required by the Company.

14. NOTE - "NAYARA ENERGY LIMITED is a separate Legal Entity incorporated under the Companies Act, 1956 and having entirely different set up for all associated departments (i.e. Procurement & Contracts, Accounts, Indirect taxation, Warehouse, etc.). The terms and conditions defined in this Work Order/ Annual Rate contract is solely of NAYARA ENERGY LIMITED and is part of mutual agreement between NAYARA ENERGY LIMITED and the SERVICE PROVIDER. Execution of this Work Order/ Annual Rate contract shall not be linked with any issues/disputes between SERVICE PROVIDER and other 'Essar' group companies, if any."

## 15.0 Taxes and Duties:

Work order:

The total work order value given in the work order is inclusive of Goods & Services tax (GST), other levies/ duties paid/ payable in execution of the contract.

Annual Rate contract (ARC):

The total Annual Rate contract value given in the Annual Rate contract is exclusive of Goods & Services tax (GST), other levies/ duties paid/ payable in execution of the contract.

Any variation during the contract period as promulgated by Govt. shall be adjusted on either side on scrutiny of proof of payment. However, increase in taxes, levies/ duties for work executed beyond the contract duration will not be applicable. GST shall be payable subject to GST registration and invoice as per format.

## 16.0 Labor law:



# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



---

**Vendor Name** SILA SOLUTIONS PVT LTD

**Vendor Code**

Page 9 of 24  
207166 DRAFT

---

Service Provider shall be solely responsible for strictly following all the laws, Industrial laws and such other laws which are applicable from time to time including but not limited to the notifications, amendments or additions which are made to these laws during the period of contract. The Service Provider shall be responsible for the various levies of State Government / Central Govt. or any statutory body. The Service Provider shall have to at his own expenses, comply with the Labor laws and keep the company indemnified in respect thereof. Company has right to settle Service Providers labor law related claims out of unpaid bills to the Service Provider.

The Service Provider hereby irrevocably authorizes the company to pay (without however any obligation to do so) on behalf of the Service Provider, any payment including taxes, levies, fines, penalties and/or other impositions by any process of Law or otherwise that may be levied on the Service Provider out of the unpaid bills that may be due and payable by the company to the Service Provider under this agreement. The Service Provider hereby agrees and confirms that any payment so made by the company on behalf of the Service Provider shall constitute payment made by the company to the Service Provider and shall be deemed to be a valid discharge. Service Provider hereby undertakes and agrees to indemnify and keep and hold NAYARA ENERGY LIMITED and its officers and directors, employees, agents and representatives indemnified and harmless from and against all claims, legal or other proceedings, damages, losses, actions, costs and expenses arising as a consequence of any wrongful or negligent act or omission of the Service Provider, or its employees or agents in complying with (a) the labor laws and (b) the terms of this Agreement.

Some of the major liabilities under various Labor Laws and Industrial Laws which the Service Provider / Sub-Service Providers shall comply with are as under but not limited to:-

16.1 The Service Provider shall submit the following documents to the HR Dept. before commencement of the job.

Copy of the document showing the legal status of the firm.

Copy of the document showing the allotment of PF Code Number by RPFC's Office.

Copy of the receipt / cover note / insurance policy obtained to comply with the provisions of the Employees' Compensation Act.

The Service Provider shall have to furnish Indemnity Bond (for the necessary draft. Contact the HR Dept.) on Non-Judicial stamp paper of Rs. 100/- duly notarized and completed in all respect and submit the same to Human Resources (HR) Dept.

The application address to HR Department to obtain form No. V along with above documents before commencement of work.

16.2 The Service Provider shall submit the application to the Licensing Officer. The Asst. Commissioner of Labor (Central) to obtain the license as per the provisions of the Contract Labor (R&A) Act before commencement of the job after remittance of the License Fee and Security Deposit as stated under:

The Service Provider shall also submit the application to the licensing officer regarding form VIB.

Payment of Security Deposit in respect of each contract labor at the rate prescribed under the Contract labor (R&A) Act and Rules, with the office of the Licensing Officer.

License Fee as prescribed under the Contract Labor (Regulations & Abolition) Act and under rules framed there under depending upon the number of workman employed by the Service Provider.

The Service Provider shall also submit the copy of the Labor License to the HR Dept. within 15 days from the date issuance of Form No. V to him.

16.3 The Service Provider shall not employ any contract labor whose age is below 20 years.

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



---

**Vendor Name** SILA SOLUTIONS PVT LTD

**Vendor Code**

Page 10 of 24  
207166 DRAFT

---

16.4 The Service Provider shall also maintain valid Labor License, if applicable under the Inter State Migrant Workman Act and will follow the same procedure as maintain at para 1.2 (a) and 1.2 (b) if the Service Provider is likely to engage migrant workman.

16.5 The Service Provider shall allow women employees to work on site between the hours 06.00 a.m. to 07.00 p.m. only.

16.6 The Service Provider shall issue Identity Card cum punching card to his workmen which is prepared by company.

16.7 The Service Provider shall make payment of the contribution by way of employee's contribution towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative charges etc. in accordance with the provisions of the statute and at the rates made applicable from time to time by the State Government / Central Government or other statutory authorities.

16.8 The Service Provider shall pay extra wages for overtime to the laborers engaged by him.

16.09 The Service Provider shall pay the wages as per the rates fixed under the payment of Wages Act., and Minimum Wages Act from time to time. The wages of every contract labor employed by him under this contract shall be paid by him before the expiry of 7th day of the succeeding month in respect of which the wages are payable. The payment shall be disbursed in the presence of the Authorized Representative during the working hours on the work site premises and the Service Provider shall get the entries certified in the register of wages by the representative of the HR Department. The Service Provider shall inform the day, date, time and place of disbursement of wages in advance to the representative of the HR Department. In case of bank payment, wages sheet shall be signed in the presence of Authorized Representative and wage register and other records to be submitted on or before 17th of every month

16.10 The Service Provider shall pay bonus to his eligible employees in accordance with the provisions of the Payment of Bonus Act on monthly basis. He shall keep and maintain the register as prescribed under the Payment of Bonus Act. And shall produce before the authorized officers of the HR Department as and when asked for inspection on monthly basis.

16.11 The Service Provider shall pay gratuity to these eligible employees in accordance with the provisions of the payment of Gratuity Act. Whenever necessary he shall keep and maintain required register as prescribed under the said Act and shall produce before the authorized officers / representative of the HR Department as and when ask for inspection.

16.12 The Service Provider shall pay paid leave facility and wages to the eligible employees wherever necessary on monthly basis.

16.13 The Service Provider shall make payment of retrenchment compensation notice pay and other liabilities as per the Industrial Dispute Act. Any payment to the Service Provider, sub-Service Provider's employees arising out of any claim or dispute under the Industrial Dispute Act, 1947 and in any other Labor Laws.

16.14 The Service Provider shall make payment of compensation in case of accidental injury in accordance with the provisions of the Employee Compensation Act. 1923. For this the Service Provider shall take insurance policy for the laborers/employees engaged for this job. The Service Provider shall also submit copy of insurance policy with nature of work, place of work and keep it renewed during the contract period.

Service Providers is required to submit accident report immediately to the Engineer in charge/ Nayara Representative and Service Provider shall support to the company and will provide witness of accident & deposit Workmen Compensation in case of fatal accident / disablement within a stipulated time from the date of accident. Any penalty which is attracted due to delay in compensation payment to the deceased / injured worker or the family member, shall be borne by the respective Service Provider.

16.15 The company reserves the right to terminate work order / contract / LOI if Service Provider fails to comply the labor laws as stated above and the labor laws which are applicable to the Service Provider from time to time.

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

**KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA**



**Vendor Name** SILA SOLUTIONS PVT LTD

**Vendor Code**

**Page 11 of 24**  
**207100 DRAFT**

16.16 To contact the Service Provider in crises the Service Provider / sub-Service Provider(s) is required to furnish the name, address, telephone no. (s), email address to the HR Department.

16.17 The company will be entitled to deduct directly from the bills / deposit to be paid to the Service Provider any sum or sums payable by Service Provider / Service Provider sub-Service Provider and which sum / sums the company is required to pay as Principle Employer on account of Service Provider / Service Provider sub-Service Provider's default in respect of all liabilities referred to in above clauses.

16.18 The provisions regarding canteen, rest rooms, first aid facilities etc. should be provided as per the provisions of the section 16, 17, 18 and 19 of the Contract Labor Act (R&A) Act on the worksite by the Service Provider at his cost.

16.19 The Service Provider shall display notices on his notice board showing the rate of wages, hours of work, wage period, date of payment of wages, names and address of the Inspector under the Minimum Wages Act and Contract labor (R&A) act having jurisdiction. The notices shall be displayed in language understood by the majority of the workers and also in regional language.

16.20 The Service Provider will maintain all the registers, records up to date as stipulated under various Labor Laws and shall produce before the authorized officers of the Company / HR department as and when asked for inspection.

16.21 In case Service Provider is deploying female worker at site, Service Provider will have to make sufficient effort to make awareness about The Sexual Harassment of women at Work Place (Prevention, Prohibition and Redressal) Act 2013.

16.22 Records / Registers as under are required to be maintained by the Service Provider shall include but not limited to:

- 1) Register showing details of the workmen Form No. XIII
- 2) Attendance Register Form No. XVI
- 3) Wages Register Form No. XVII
- 4) Attendance Cards given to workers
- 5) Wages Slip Form No. XIX
- 6) Register of deduction For Damage or Loss Form No. XX
- 7) Fine Register Form No. XXI
- 8) Advance Register Form No. XXII
- 9) Overtime Register Form No. XXIII
- 10) Employment Card Form No. XIV
- 11) Bonus Register in Form - C
- 12) Leave Register under Factories Act in Form -18
- 13) Leave Card under Factories Act in Form - 19
- 14) Adult Register under Factories Act in Form - 15

16.23 Notices / Forms / Documents to be displayed / maintained at Service Provider's work place/site

- 1) Notice of wage period, place, and time of payment.
- 2) Notice of rate of wages.
- 3) Notice showing No. of hours of work.
- 4) Notice showing date of payment of salary/Advance.
- 5) Notice showing the name and address of the inspection authority.
- 7) Abstract of Minimum Wages Act, 1948 / Contract Labor (R & A) Act, 1970.
- 8) Copy of License displayed at the place of work.
- 9) Half yearly Return for the half year ending June & December in Form XXIV submitted to the Licensing officer.
- 10) Annual return in Form No. III under Minimum Wages Act submitted to LEO (C).
- 11) Half yearly contribution under Labor Welfare Fund for the half year ending June &

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

207100 Page 12 of 24 DRAFT

December in Form No. A-1.

12) Annual return in Form - 'D' under Payment of Bonus Act submitted to the LEO(C).

13) Notice showing date of commencement of the work in Form No. VI A sent to LEO (C).

14) Copy of Workman Compensation Policy.

15) Copy of Work Order.

16) Copy of Labor License.

16.24 Provident Fund records to be maintained by the Service Provider

1) PF Challan for the previous month.

2) Form No. 12A (Revised) for the previous month.

3) Form No. 5/10 for the previous month.

4) Form No. 2.

5) Form No. 6A duly acknowledged by PF Department.

6) Copy of PF Code No. allotment letter.

7) Electronic Challan cum Return (ECR)

8) Form No. 5A Return of Ownership

9) ECR - Remittance Confirmation Slip

16.25 List of returns / documents to be filled by the Service Provider

Form No/type - Act- Description- Last Date of submission-Period -Category of Service Provider liable

1) PF Challan-Employees' Provident Fund & Misc. Provisions Act, 1952-Remittance of PF

Contribution-15th of each month- Monthly -Every Service Provider

2) Form 12A-Employees' Provident Fund & Misc. Provisions Act, 1952- Return of monthly

Remittance-25th of each month- Monthly - Every Service Provider

3) Form 5-Employees' Provident Fund & Misc. Provisions Act, 1952 -Return of employee qualifying for membership of

PF-15th of each month- Monthly- Every Service Provider

4) Form 10 - Employees' Provident Fund & Misc. Provisions Act, 1952-Return of members

Leaving service - 15th of each month- Monthly - Every Service Provider

5) Form 3A/6A - Employees' Provident Fund & Misc. Provisions Act, 1952 - Annual Return- 25th April - Yearly - Every Service Provider

6) Form 2 - Employees' Provident Fund & Misc. Provisions Act, 1952 - Nomination Form- Immediately- Immediately on appointment of new employee - Every Service Provider

7) Form XXIV- Contract Labor (R & A) Act, 1970-Half Yearly Return -30th July / 30th January- Half Yearly- Service Provider having license under CL (R & A) Act, 1970

8) Form III - Minimum Wages Act, 1948 - Annual Return-1st February- Yearly - Every Service Provider

9) Form A1 - The Bombay Labor Welfare Fund Act, 1953 - Remittance of Labor Welfare - 31st July / 31st January - Half Yearly - Every Service Provider

10) Form 'D' - Payment of Bonus Act, 1965 - Annual Return - 30th December - Yearly Every Service Provider

16.26 List of documents to be filled by the Service Provider and produce for IR clearance.

A. Frequency - Every Month.

1) Wages Register Copy of Previous Month

2) Attendance Register Copy of Previous Month

3) Bank Wages Payment Statement duly sealed and signed by Bank (if wages paid through Bank)

4) PF Challan for the month of Previous Month/ ECR

5) PF Form 12A for the month of Previous Month

6) PF Form 5/10 for the month of Previous Month

B. Frequency - Every year in the month of January

1) Annual Return under the Payment of Bonus Act in Form - 'D' duly acknowledged by LEO (C), Office

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

Page 13 of 24  
207166 DRAFT

2) Half Yearly Return under CL (R & A) Act, 1970 for the Half Year ending December duly acknowledged by ALC(C), Office

3) Annual Return Form - III under the Minimum Wages Act, 1948 duly acknowledged by LEO(C), Office

4) Labor Welfare Fund Half Yearly Return in Form - A1 along with the Xerox copy of the Demand Draft / Receipt for Half Year ending December

C. Frequency - Every year in the month of February

1) Leave Wages payment Register of preceding calendar year

2) Annual Return Form - XXV under Contract Labor (R&A) Act duly acknowledge by LEO (C) office.

D. Frequency - Every year in the month of May: PF Form 6A submitted to the PF Department duly acknowledged

E. Frequency - Every year in the month of July

1) Half Yearly Return under CL (R & A) Act, 1970 for the Half Year ending June duly acknowledged by ALC(C), Office

2) Labor Welfare Fund Half Yearly Return in Form - A1 along with the Xerox copy of the Demand Draft / Receipt for Half Year ending June

F. Frequency - In the month of December: Bonus Register in Form - C

16.27 As per the provision of Contract Labor (R & A) 1970, if this contract is not being renewed, Service Provider has to apply form VIB to HR department of Company within 15 days from the date completion of job.

However, if the Service Provider fail to perform any of the above obligations, the Company at the risk of the Service Provider may (though not an obligation) perform any of the above obligations of the Service Provider and the Service Provider hereby authorizes the Company for the same and any payment made / obligations discharged shall be valid and legal discharge of the Company's Obligations towards the Service Provider including but not limited to payment wages, salary, bonus etc. The Service Provider agrees to bear/indemnify the company in this regard.

17.0.0 Uniform for labor and staff: As instructed by EIC.

## 18.0 Termination

Company shall be entitled to terminate the work order/contract during the period of work order/contract without any compensation considering notice period as mentioned below and without prejudice to their right should the Service Provider fail to fulfill or carry out all or any of their obligations covered under this contract or commit default or breach of any or all the terms and conditions of this contract. However, in case of exigency, work order/Contract can be terminated without any notice period at the discretion of company without assigning any reason thereof.

### 19.1 Notice period - Annual Rate contract:

Contract can be terminated within the contract period at the discretion of Company by giving 60 days# notice without assigning any reason thereof. Similarly, Service Provider is also entitled to terminate the contract by giving 60 days prior notice in writing. However, Notice Period in the later case shall be considered from the date of acceptance of notice by the Company in writing.

OR

### 19.1 Notice period - One time Work order:

Contract can be terminated within the contract period at the discretion of Company by giving 15 days# notice without assigning any reason thereof. Similarly, Service Provider is also entitled to terminate the contract by giving 15 days prior notice in writing. However, Notice Period in the later case shall be considered from the date of acceptance of notice by the Company in writing.

OR

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

**KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA**



---

**Vendor Name** SILA SOLUTIONS PVT LTD

**Vendor Code**

207166 **Page 14 of 24**  
**DRAFT**

## 19.1 Notice period - Shutdown Contract/Work order:

Contract can be terminated within the contract period at the discretion of Company by giving 3 days# notice without assigning any reason thereof. Similarly, Service Provider is also entitled to terminate the contract by giving 3 days prior notice in writing. However, Notice Period in the later case shall be considered from the date of acceptance of notice by the Company in writing.

OR

## 19.1 Notice period - CSR Contract/Work order:

Contract can be terminated immediately within the contract period at the discretion of Company without giving any notice period and assigning any reason thereof. Similarly, Service Provider is also entitled to terminate the contract by giving 30 days prior notice in writing. However, Notice Period in the later case shall be considered from the date of acceptance of notice by the Company in writing.

## 20.0 Defective Work

Charges for Rectification of defective work and other consequent damages to COMPANY shall be borne by the Service Provider.

## 21.0 Closure of Contract

The final bills to be submitted by the Service Provider shall be accompanied by the prescribed documents applicable to this Contract. The Service Provider shall collect the details and formats of such documents from Engineer-in-charge / Nayara Representative other designated authorities.

## 22.0 Disputes

Any disputes and / or difference of opinion arising out of the work concerning this shall be referred to the chief of the site of the company whose decision shall be final and binding on Service Provider.

## 23.0 MSME DOCUMENTATION:

MSME Registration Certificate must be valid till end of the service period. The MSME Service Provider to note and ensure that the nature of services in the MSME certificate matches with the nature of services provided as per Work Order. In case the nature of service provided do not match with MSME certificate, NAYARA ENERGY LIMITED is not liable to pass benefits for Micro, Small & Medium Industries (MSME) to Service Provider.

## 24.0 Contact Person for Mobilization Schedule

Service Provider is requested to get in touch with Engineer-in-charge/ Nayara Representative for this contract for detailed mobilization schedule.

## 25.0 Assignment

The Service Provider is not entitled to assign, alienate any of the rights and obligations arising from this contract to any third party without prior written consent of the Company.

---

## STANDARD TERMS AND CONDITIONS:

### GENERAL CONDITIONS OF CONTRACT

#### 1. RELATIONSHIP BETWEEN PARTIES:

The Parties to this Agreement are independent parties on principal to principal basis and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other Party hereto. Neither Party shall make any representation that suggests otherwise.

2. **CONFIDENTIALITY:** The Parties agree that any and all information learned by either Party concerning the business affairs of the other and all documents, materials and all technical, commercial, financial and other information (written only) which has not come into public domain,; the existence and terms of this Agreement; and the negotiations relating to this Agreement shall be treated as confidential and such information shall not be disclosed during the scope of Term. and / or after the expiry of the Term of the Agreement to a third person or legal entity without the express written consent of the



# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

207166 Page 15 of 24 DRAFT

other Party, except in instances where a Party has a statutory duty to disclose or a disclosure is required by law or by any regulatory or governmental body having jurisdiction over it, provided that the Party disclosing shall notify the other Party of such requirement within a reasonable time in advance of making such disclosure.

In the event of any such breach, in addition to other rights or remedies which may be available and without waiving any such other rights or remedies, the Disclosing Party shall have the right to specific performance and other injunctive and equitable relief, as may be deemed proper by a court of competent jurisdiction.

### 3. INDEMNITY

The Bidder/vendor/Vendor hereby agrees to indemnify, defend, protect and hold harmless NAYARA ENERGY LIMITED and its employees, officers and directors, from and against, and assumes liability for:

a. Any injury, loss or damage to any Person, tangible property or facilities of any Person (including reasonable attorney fees and costs) to the extent arising out of or resulting from the negligence or willful misconduct of the Bidder/vendor, its officers, employees, servants, affiliates, agents, licensees, invitees arising out of or in connection with the performance by the Bidder/vendor of its obligations, representations and warranties under the Contract.

b. Any claims, liabilities or damages arising out of any violation by the Bidder/vendor of any regulation, rule, statute or court order of any statutory or Governmental Authority in connection with the performance by the Bidder/Vendor of its obligations under the Contract.

Under no circumstances, shall the Company, its employees, directors involved be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of this agreement either to the Vendor or to the contractor or any Third Party whosoever.

### 4. CONSENT OR WAIVER

The waiver of any breach of any term or condition of this Agreement shall not operate as a waiver of any other breach of such term or condition or of any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof. The failure or delay of either Party in exercising any right, power or remedy provided by law or under this Agreement shall not affect that right, power or remedy or operate as a waiver of it. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

### 5. INVOICING AND E-WAY BILL

The Bidder / Vendor will provide Nayara with correct invoices charging the applicable rate of taxes. The invoices shall stand scrutiny by the GST Authorities. The bidder / vendor shall file its returns according to Law and pay the tax charged to the Authorities to enable Nayara to avail Input Tax Credit as applicable. In the event the Input Tax Credit is not available to Nayara due to any mistake in filing returns and / or non-filing or non-payment, Nayara reserves the right to withhold payment of amount equivalent to tax charged by the bidder / vendor in the invoice(s) from subsequent bills.

The vendor shall be responsible for the transit e-waybills for sending the material. Nayara shall not be responsible for detention of the goods during transit on account of faulty / missing e-Waybills. The vendor is advised to get in touch with Nayara in case of any doubts while generating the e-Waybills.

### 6. DOCUMENTS CONCERNING WORKS

a. All documents including drawings, blue prints, tracings, reproducible models, plans, specifications and copies, thereof furnished by NAYARA ENERGY LIMITED as well as all drawings, tracings, reproducible, plans, specifications design calculations etc. prepared by the vendor for the purpose of execution of works covered in or connected with this contract will be the property of the NAYARA ENERGY LIMITED and shall not be used by the vendor for any other work but are to be returned to NAYARA ENERGY LIMITED upon completion and handover of the works or otherwise of the contract.

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

207166 Page 16 of 24 DRAFT

b. Vendor shall maintain secrecy of the documents, drawings etc. issued for the execution of the contract and restrict access to such documents, drawings etc. Vendor shall execute a SECRECY agreement/PO from each or any person employed and officially provided access to such documents, drawings etc. Vendor shall not issue drawings and documents to any other agency or individual without the written approval by NAYARA ENERGY LIMITED /Site-in- Charge.

c. Vendor shall not disclose any information or document etc. Concerning details of the work to the press or a news disseminating agency without prior written approval from NAYARA ENERGY LIMITED /Site-in-Charge. Vendor shall not take any pictures on site without written approval of NAYARA ENERGY LIMITED /Site-in- Charge.

Vendor shall handover all documents, including licenses, training manual, "as built" drawings etc. at the time of Hand Over / Take Over of the site.

## 7. SUCCESSIONS AND ASSIGNEES

No party hereto shall have the right, directly or indirectly, by operation of law or otherwise, to assign, sell, pledge, mortgage, encumber or otherwise transfer all or any portion of its right, title or interest under this Agreement, except to an entity under common Control with such party and upon prior written notice to the other party. Any assignment, sale, pledge, mortgage, encumbrance or other transfer prohibited hereunder shall be null and void

## 8. SUB-CONTRACTING (For Services)

a. The Vendor/contractor shall not sub - contract the whole or any part of the work without prior written consent of the EIC. In case the sub-contractor is blacklisted with the Company, the contractor shall not engage the proposed sub - contractor. The contractor shall ensure that only competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub- contracted.

b. Each sub - contractor shall be covered by all the Terms & Conditions of this work order on the same basis as the Contractor, provided, however, that the Vendor/Contractor shall be and remain exclusively responsible to the Company, for which purposes the sub- contractor shall, vis -a vis the Company, be deemed to be the servant/agent of Vendor/Contractor employed for the performance of the particular work with full responsibility on Contractor for all acts, omissions and defaults of the sub - contractor.

c. If any sub - contractor engaged upon the work executes any work which in the opinion of the EIC is not of the requisite standard, the EIC, by written notice to the Contractor require the Contractor to terminate such sub- contractor, and the Contractor shall upon the receipt of such notice, terminate such sub- contract within 7 days of receiving such notice, at the risks and cost of the Contractor. The Service Provider agrees to keep the Company indemnified against all claims, actions, damages, liabilities, expenses, losses and consequences as a result of any direct or indirect actions of the subcontractors hired by the Vendor/Contractor/Service provider.

d. The Vendor/Contractor shall, at the commencement of every month, furnish to the EIC and IR a list of all sub-contractors engaged and working during the previous month, with particulars of the works performed by them.

## 9. FORCE MAJEURE

Neither Nayara Energy or Contractor shall be responsible for any failure to fulfill any term or condition of this agreement if fulfillment has been delayed or hindered or prevented by a force majeure event meaning any circumstance which is not within the reasonable control of Nayara Energy or Contractor as the case may be including, without limitation, any (or the apprehension of any) strike, lockout or labor dispute (whether or not the settlement thereof shall be at the discretion of the Party in question) or any government order or restriction or compliance with any order or request of any national, supranational, provincial, port or any other public authority or any person purporting to act for such authority or by failure, total or in part .

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

207166 Page 17 of 24 DRAFT

## Force Majeure Definition:

For the purposes of this Agreement, "Force Majeure Event" means, with respect to any obligation of a party (the "Affected Party") under this Agreement any event or circumstance that:

- (i) is beyond reasonable control of the Affected Party in performing such obligations and is not the result of the fault or negligence of the Affected Party (including the Affected Party's Affiliates and any of its or their employees, directors, officers, agents, or contractors) and which by the exercise of reasonable efforts under the circumstances, the Affected Party could not reasonably be expected to avoid, and which prevents the Affected Party from performing such obligation;
- (ii) is not the direct or indirect result of the failure of the Affected Party to perform any of its obligations under this Agreement;
- (iii) Materially or adversely affects the ability of the Affected Party to perform any of its obligations under this Agreement;
- (iv) The occurrence of which the Affected Party has provided notice of to the other party hereto in accordance with this section;
- (v) Is not due to the negligent or intentional acts, errors or omissions of, or material or negligent or intentional failure to comply with any requirement of an applicable governmental authority by, the Affected Party or any affiliates, contractors, agents or employees of the Affected Party;

(vi) which is of an extraordinary nature; or

(vii) is a direct or indirect result of the action or omission of an applicable governmental authority which materially adversely affects the ability of the Affected Party or any of its affiliates to perform any of its obligations under this Agreement.

- a) In the event of Force Majeure, the Bidder/Vendor is not able to perform its obligations under the contract, Bidder/Vendor will be relieved from its obligations during the force majeure period.
- b) If a force majeure situation arises, Bidder/Vendor shall notify NAYARA ENERGY LIMITED in writing promptly, not later than 7 days from the date of such a situation. The Bidder/Vendor shall notify NAYARA ENERGY LIMITED not later than 3 days of cessation of force majeure conditions. After examining the cases, NAYARA ENERGY LIMITED will decide and grant suitable additional time for the completion of the work, if required.
- c) Depending upon the severity of the force majeure situation & assessing the status with respect to the situation and Vendor's capability, NAYARA ENERGY LIMITED will reserve all rights to either terminate the contract and / or amend the delivery period after investigating the actual situation at the sole discretion of Nayaara Energy Limited and under such circumstances, Vendor will have no right to claim any amount on such termination and also will be liable to refund the advance taken (if any) within 7 days from the date of termination of contract.
- d) Notwithstanding the above, if any situation, which is a border line case and do not fall under the force majeure case as per the above understandings, company reserves the right to accept or reject any such cases at its sole discretion.
- e) The relaxation in the time line of execution/ completion of the project, increasing the deadlines etc. will be solely decided by the company, based on the occurrence of the incident and reporting by the Vendors etc.
- f) If the Force Majeure Event persists for more than 6 months either of the party can terminate the agreement with immediate effect.

## 10. CONSEQUENTIAL LOSSES:

In case any damage to any property, equipment, machinery and or vehicle whether belonging to the Company or third parties, caused howsoever the employees, workers, equipment, machinery and or vehicles whether belonging to you (Contractor) or your sub-contractor(s), you (Contractor) shall alone be held directly responsible for all or any claims, losses, costs and consequences.

In case any damage to any property, equipment, machinery and or vehicle belonging to Contractor (you) or your sub-contractor, caused howsoever, by the employees, workers, equipment, machinery and or vehicles belonging to any third party (whether any other contractor or sub-contractor(s), your sole remedy and claims for kinds of all losses, damages, costs, consequence, etc. suffered shall lie only against such third party whose employees, workers, equipment, machinery and or vehicles have caused such damage, losses as claimed by you or any of your sub-contractor.

The Company shall not be liable for any indirect and consequential losses, loss of revenue or business or business profits

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

Page 18 of 24  
207166 DRAFT

howsoever caused and the Contractor has agreed to indemnify the company against any such claim arising out of this contract.

## 11. EVENTS OF DEFAULT AND TERMINATION

a) NAYARA ENERGY LIMITED reserves the right to terminate the Agreement at any stage or time without assigning any reasons what so ever by issuing a notice of 30 days in writing, and will not be liable to any losses of the vendors what so ever. NAYARA ENERGY LIMITED will pay only for the Works executed / completed and handed over by the vendor as per the contractual deliverables.

b) Notwithstanding anything to the contrary herein contained, NAYARA ENERGY LIMITED will be at liberty to terminate this Agreement forthwith on happening of any of the following events:

i) If Vendor fails to comply with or commits a breach of any of the Vendor's Covenants, obligations contained in the Agreement,

ii) The Vendor being an individual, if adjudged insolvent or a compromise is entered into by him with his creditors without the approval of the Company, or if a distress, execution or other process is levied upon or if a creditor takes possession of or a receiver is appointed of any part of the assets or property of the Vendor.

c) The Vendor, being a firm, if any member of the Franchisee is adjudged insolvent or a compromise is entered into by the firm or any member of the firm with their creditors without the approval of the Company, or a distress, execution or other process is levied upon or if a creditor takes possession of or a receiver is appointed of any part of the assets or property of the firm or any member of the firm.

d) The Vendor, being a Company or Co-operative Society, goes into liquidation whether voluntarily or compulsorily or if a distress, execution or other process shall be levied upon or if a creditor takes possession of or a receiver is appointed of any part of the property of the Vendor.

e) If vendor/its representatives /partners / staff found indulging in any unethical practice or found not abiding by the law of land.

Without prejudice to any other rights or remedies Nayara Energy shall also be entitled to terminate this Agreement summarily on written notice if Vendor:

a.) is an individual or a partnership firm and is declared bankrupt, or a receiver or manager is appointed in respect of his assets, or a receiving order is made against him, or he enters into any composition or arrangement with creditors generally, or he is unable to pay his debts as they fall due; or

b.) is a company and is declared bankrupt, or it makes a composition or arrangement with its creditors, or a winding up order is made or a resolution for voluntary winding up is passed in respect of it, or a provisional liquidator, receiver, administrator or manager of its business or undertaking is appointed, or a petition is presented applying for an administration order to be made in respect of it, or it is unable to pay its debts as they fall due or possession is taken of any of its assets on behalf of the holders of any debentures of such company which are secured by a floating charge, of any property comprised in or subject to the floating charge; or

c.) is a company and there is a change of ownership of its shares resulting in 50 per cent or more of the issued share capital of the company becoming legally or beneficially the property of a new owner.

## 12. RIGHT OF ASSESSMENT AND PERIODIC AUDIT OF SECURITY CONTROLS

" NAYARA ENERGY reserves the right to assess the information security controls implemented by the third party to protect the data either shared by NAYARA ENERGY with the third party or access provided to the third party staff to NAYARA ENERGY'S data at any time during the course of the Contract/Purchase Order. NAYARA ENERGY may demand and upon such demand being made, NAYARA ENERGY shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the information security controls.

" NAYARA ENERGY shall also have the right to conduct, either itself or through another agency as it may deem fit, an

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

Page 19 of 24  
207166 DRAFT

audit the information security controls implemented by the third party to protect the data either shared by NAYARA ENERGY with the third party or access provided to the third party staff to NAYARA ENERGY'S data by the third party and the third party undertakes to cooperate with and provide to NAYARA ENERGY any other agency appointed by NAYARA ENERGY, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the third party failing which NAYARA ENERGY may, without prejudice to any other rights that it may have, issue a notice of default.

## 13. DATA PROTECTION:

Vendor shall comply with its obligations under all applicable data protection laws (including GDPR), in respect of the Supply and Services to be provided under this Contract/ Agreement. Vendor agrees in respect of any such personal sensitive data and corporate data, including corporate sensitive data, supplied to it by Company that it shall:

- (a) only act on instructions from Company or act per the applicable data protection laws (including GDPR) regarding processing of such data under this Agreement and shall ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the data and against accidental loss or destruction of, or damage to, the data; and
- (b) not disclose any information provided by Company to Vendor OR any other person, subject to the NDA (if any).
- (c) have the adequate information / data security systems/ processes in place to protect the data shared to by Company.
- (d) ensure compliance with the applicable data protection measures contained in data protection, information security and other relevant policies of the Company based on scope and nature of work.
- (e) indemnify and keep Company harmless against any loss or damage or claim that it may suffer on account of any data breach/privacy incident while the data was in possession of such party.
- (f) To the extent that, in connection of this contract, if the Vendor to whom the company shares data designated as restricted or confidential information shall not disclose such restricted or confidential information to any third party or sub-contractor without company's written consent except as may be required by law, regulation, judicial or administrative process or the extent that such Confidential information shall have otherwise become publicly made available by the company.
- (g) When there is a specific grounds for suspecting the misuse of personal sensitive data and corporate data, Company shall after providing the written notice to Vendor be at liberty to conduct an audit of such a Third / Counter Party.

Vendor shall notify the Company in writing without undue delay after becoming aware of privacy incident/ data breach. For the purposes of this clause Privacy incident/ Data breach shall have the same meaning as defined in the Data Protection Policy of Company. In case of serious data / information breach by the Third / Counter Party, the Company (in its opinion based on the assessment of data breach), shall have the right to terminate this contract and to call for any information from Vendor relating to such breach.

Note: GDPR clause will not be applicable when not required.

## 14. ENTIRETY OF AGREEMENT/PO

This PO/Agreement/PO contains the entire agreement/PO between the parties hereto and no prior promises, agreement/POs or warranties, written or verbal, shall be of any force or effect unless embodied herein. No modification of this Agreement/PO shall be of any force or effect unless in writing and signed by both Parties hereto and no modification shall be effected by the acknowledgement or acceptance of any purchase orders or printed forms containing different conditions. All other Terms & Conditions including technical scope, guarantees etc. shall be as per tender/RFQ/Enquiry &



# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited  
KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

Page 20 of 24  
207166 DRAFT

shall be construed & read as a part of this PO/agreement.

Any matter not provided for herein shall be decided upon by further consultation and agreement/PO between the Parties hereto.

## 15. MODIFICATION

- a. This Agreement represents the entire understanding of the Parties with respect to the subject matter. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties and specifically stating the same to be an amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made / executed unless otherwise agreed to.
- b. If any provision/s of this agreement is/are held to be invalid or unenforceable, such provision/s shall (so far as it is held to be invalid or unenforceable) be given no effect and shall be deemed not to be included in this agreement but without invalidating any of the remaining provisions of this agreement.

## 16. SURVIVAL OF CERTAIN TERMS.

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiry of this Agreement shall survive termination or expiry of this Agreement. Termination of this agreement shall not affect any provision of these Terms and Conditions which is capable of being performed and/or which survive, operate or continue to have effect after such termination. Termination will not prejudice any right of action already accrued to a Party in respect of any breach of the provisions of these Terms and Conditions by the other Party.

## 17. SEVERABILITY:

Should any part of this Agreement be held invalid or unenforceable for any reason, such holding will not affect the remaining parts, which will continue in full force and effect.

## 18. VALIDITY

Whenever possible, each provision of this Agreement/PO shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be or become invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement/PO.

## 19. SAFETY:

### a. SAFETY PRECAUTIONS AND COMPLIANCES

- i. The successful vendor shall be responsible for observance of all safety parameters as per NAYARA ENERGY LIMITED safety standards/safety policy in general, as observed by all oil companies.
- ii. Necessary PPE's such as safety belts, helmets, safety harness, Fall arrestor, gloves, safety shoes, safety spectacles shall be used by the vendor as per safety standards & requirement.
- iii. Safety distance as per CCOE Rules and Oil Industry Safety Directorate shall be strictly maintained as per Nayara Standard design.
- iv. Any casualty or damage caused to property or person by any untoward incidents while executing this contract will be at the vendor's risk and cost and should be reported to Nayara Energy Limited.
- v. Wherever applicable, Vendor shall abide by hot work permits which shall be taken on day to day basis from the respective location as per policy of NAYARA ENERGY LIMITED.
- vi. All major jobs shall be undertaken only under the direct supervision of NAYARA ENERGY LIMITED employee/its



# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

207166 Page 21 of 24  
DRAFT

representative/franchisee/PMC concerned. In this regard, vendor shall inform in writing to the concerned NAYARA ENERGY LIMITED office, prior to commencement of site survey and shall comply to the instruction from NAYARA ENERGY LIMITED engineer regarding any work to be executed at the outlet

vii. No hot work is permissible inside the retail outlet premises.

viii. All conduits laid for automation cables shall be closed at both ends with proper caps and the caps shall be removed only while actual pulling of cables.

ix. No sooner the cables are laid and terminated, the duct ends shall be properly sealed to prevent any vapor from entering into the conduits. Proper rodent protection measures shall be taken by the vendor.

x. Best safety practices shall be observed specifically for safety of manpower working at height. Successful bidder/Vendor shall follow NAYARA ENERGY LIMITED safety standards. Provision for safety line shall be made to ensure safety of people working at height during installation and O&M.

xi. Vendor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work and / or, as required by NAYARA ENERGY LIMITED in respect of all labor employed directly or indirectly for performance of the works and shall provide all facilities in connections therewith. In case the vendor fails to make arrangements and provide necessary facilities as aforesaid, NAYARA ENERGY LIMITED will reserve all rights to do so and recover the cost thereof from the vendor.

xii. From the commencement to the completion of the works, vendor shall take full responsibility for the care thereof of all the temporary works (refer definition in section number 1). In case of any damage, loss or injury to the works or to any part thereof or to temporary works and / or any person directly or indirectly employed, or whatsoever, shall be repaired / rectified / replaced at Vendor's cost to make it good / fit for the intended purpose so that at the time of completion, the works shall be in good order and condition, in conformity in every respect with the requirement of the contract and NAYARA ENERGY LIMITED's instructions.

xiii. In respect of all labor, directly or indirectly employed for the performance of Vendor's part of this agreement, Vendor shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of Indian Standards, the Electricity Act/I.E. Rules, The Mines Act and any such applicable / statutory regulations

xiv. Vendor shall observe and abide by all fire and safety regulations of NAYARA ENERGY LIMITED. Before starting any construction work, vendor shall consult NAYARA ENERGY LIMITED's Safety Engineer or NAYARA ENERGY LIMITED and shall ensure to take all necessary precautions / comply to the requirements of NAYARA ENERGY LIMITED to avoid any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the NAYARA ENERGY LIMITED's existing property.

xv. Vendor shall be fully responsible for complying with all relevant provisions of the Contract Labor Act and shall pay rates of prevailing Wages and observe hours of work/conditions of employment according to the rules in force from time to time.

xvi. Vendor shall be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify NAYARA ENERGY LIMITED for any such lapse liable for legal action.

## b. HEALTH SAFETY ENVIRONMENT AT SITE:

Safety - A Line Function

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

**KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA**



**Vendor Name** SILA SOLUTIONS PVT LTD

**Vendor Code**

Page 22 of 24  
207166 DRAFT

The Health Safety & Environment at site is a line function and hence it shall be the responsibility of the Vendor to ensure that all activities at all times are strictly carried out as per the Safety norms.

## First Aid

First aid is defined as the prompt treatment of injuries such as cuts or bruises. More serious injuries involving fractures or breakage to limbs, head injuries or other severe wound shall be treated by qualified and experienced medical personnel.

In the absence of any permanent medical facility at Site Vendor shall be responsible for establishing first aid facilities at Site along with arranging for emergency transportation.

Vendor shall establish their own first aid facilities at Site and arrange emergency transportation as and when required, provide first aid boxes or similar containers like bags or cupboards clearly identified as first aid containers that are designed to protect the contents from damp and dust placed and maintained in easily accessible places and made known / create awareness to every employee of that location.

Sufficient quantities of all essential medicines shall be maintained as necessary and periodically verified for expiry date and replenishment.

## 20. COMPLIANCE WITH LAWS AND REGULATIONS

Each Party to this Agreement/PO shall conform to all applicable provisions of every statute, statutory instrument, bye-laws or regulations for the time being in force affecting this Agreement/PO and will give all necessary notices and obtain every requisite sanction or approval in respect of this Agreement/PO under every such statute instrument bye-law or regulations and will keep the other Party indemnified against all fines, penalties and loss incurred by reason of any breach of such statute, instruments, bye-law or regulations.

The non-conforming party shall indemnify the other Party against any fines, penalties, losses, costs or expenses incurred by the other Party in respect of any non-compliance by such non-conforming Party with the provisions with the laws and/or Government regulations.

## 21. GOVERNING LAW AND ARBITRATION

This PO/Agreement will be governed by and construed under the laws of India and shall be subject to the exclusive jurisdiction of the Courts at Mumbai, Maharashtra only.

Any claim, dispute or differences concerning the validity and interpretation, implementation or alleged breach of any provision of this Agreement shall be resolved through mutual discussion between the parties hereto, failing which the same shall be referred to and finally resolved by arbitration to be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended. The arbitration panel shall consist of a sole arbitrator to be appointed by mutual agreement of the disputing parties, and failing such agreement, in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended. The seat of arbitration shall be in Mumbai, Maharashtra. The arbitration proceeding shall be in English language. The award rendered by the arbitration panel shall be final, conclusive and binding on all parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the disputing parties, unless the award otherwise provides. It is further agreed between the parties that the courts in Mumbai shall have the exclusive jurisdiction to entertain any application or any award meant by the sole arbitrator or other proceedings in respect of any issue arising under this agreement.

### NOTICES:

All notices and other communications given under this Agreement must be in writing (electronically signed email and fax acceptable), in the English language, and shall be deemed to have been properly given and delivered to the other party hereto at its address listed below. Any such notice given will be deemed to have been given or received at the time of delivery, or the next Working Day following the date of sending, if sent by facsimile on a day that is not a Working Day.

Kind Attn: HOD

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



Vendor Name SILA SOLUTIONS PVT LTD

Vendor Code

Page 23 of 24  
207166 DRAFT

Nayara Energy Limited  
(Formerly known as Essar Oil Limited)  
Nayara Energy Limited (Formerly Essar Oil Limited)  
5th Floor, Jet Airways Godrej BKC,  
Plot No. C-68, G Block, Bandra Kurla Complex,  
Bandra East, Mumbai 400051,  
Maharashtra, India

## 22. Anti-bribery and Anti-corruption Clause:

- a) Each party to this Agreement hereby agrees that it shall not, directly or indirectly: -i) commit, authorize or permit any action which would cause either party to be in violation of any applicable anti-bribery laws or regulations.  
ii) will not offer or give, or agree to give, to any employee, representative or third party acting on behalf of the other party or any Public Official, nor knowingly accept, or agree to accept, from any employee, representative, or third party acting on behalf of the other party, any unlawful payment, unlawful compensation, facilitation payment or unlawful remuneration or unlawful hospitality, be it monetary or other thing of value, in connection with the negotiation, execution, conclusion or the performance of this Agreement.  
iii) Each Party assures other Party that it has not used, adopted or deployed any corrupt practices or unethical means in negotiating or securing this contract and will raise invoices strictly in accordance with this Contract/Agreement/LOI. The parties shall promptly notify each other if they become aware of any breach of this provision, and a breach of this provision shall be considered cause for termination under this agreement.
- b) Each Party shall respond promptly, and in reasonable detail, to any notice from any other Party or its auditors or legal counsel pertaining to the above stated assurance in clause a) above and shall furnish documentary support, if any, for such response upon request from such other Party.
- c) Nayara Energy is committed to adhere to high standards of ethical, moral and legal conduct of business operations, including the measures against bribery, corruption and corporate fraud, as well to manage conflict of interest situations. Nayara Energy urges/encourages its Third Parties to report any instances of actual or suspected unethical or improper conduct/behavior via our Hotline. A Whistle-blower may report any such matters by using any one of the following five hotline whistle-blower channels:
- i) Web Interface:  
Complaints can be filed through our official website [whistleblower.nayaraenergy.com](http://whistleblower.nayaraenergy.com) or Nayara Energy Intranet or Format provided (downloadable) in Annexure 2 of Hotline Whistle-Blower Policy
- ii) Toll Free Hotline Telephone line and Interactive Voice Recording (IVR) System:  
Complaints can be filed by calling our toll free number - 1800 266 2800. Record your complaint with the IVR system.
- iii) Email:  
E-mail completed complaint form at [hotline@nayaraenergy.com](mailto:hotline@nayaraenergy.com).
- iv) Post/Letter:  
Send a completed complaint form through post to our Corporate Office:  
Nayara Energy Limited  
5th Floor, Jet Airways Godrej BKC  
Plot No. C-68, G Block,  
Bandra Kurla Complex, Bandra East,  
Mumbai # 400051
- v) In person:  
Meet our Chief Compliance & Security Officer in person at our Corporate Office  
Above is not a mechanism for redressing any issues relating to performance or nonperformance of the contract. Any such issue shall be agitated as provided in the contract. Neither any cognizance of such issues will be taken if raised on Hotline Whistle-Blower Complaint Channel nor be treated as a valid service or communication of any notice/fact under the contract.

## 23. Anti-Money Laundering

None of the parties to this Agreement/Contract: -

A. is under investigation by any Governmental Authority, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under any applicable law

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited  
KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA



---

**Vendor Name** SILA SOLUTIONS PVT LTD

**Vendor Code**

207166 Page 24 of 24  
DRAFT

(collectively, Anti-Money Laundering Laws#),

B. has been assessed/levied civil penalties under any Anti-Money Laundering Laws, or

C. has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws Each of the parties has taken reasonable measures appropriate to the circumstances (in any event as required by any applicable law), to ensure that each such party and its subsidiaries are and will always continue to be in compliance with all applicable current and future Anti-Money Laundering Laws.

D. Breach of this clause shall be deemed to be a breach of a material term of the Agreement/Contract.

## 24. Prohibition From Insider Trading

All Parties to this Agreement/Contract agree and undertake to follow and comply with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, or such other law/rules/regulations/circulars etc having the force of law relating to Trading in securities/financial instruments and/or confidentiality/disclosure of Unpublished Price Sensitive Information (#UPSI#) (#Insider Law#) and Nayara Energy's Code of Conduct, Practices and Procedures for prevention of Insider Trading and Fair Disclosures (#Company Code#) as amended/revised/replaced from time to time and available on [www.nayaraenergy.com](http://www.nayaraenergy.com).

In compliance with the Insider Law, the Parties [and their employees, if applicable] hereby agree and undertake to refrain from sharing, disseminating, communicating and disclosing confidential information of the Company and its listed securities; information bearing the character of UPSI including but not limited to financial information, plans, documents, papers, emails, data, strategies, trade secrets etc. whether in physical or electronic form to any person unless permitted by the Company in writing or allowed or covered under the savings provided in the Insider Law for legitimate disclosures. Any deliberate or inadvertent leak of UPSI by the Party shall invite disciplinary and /or penal actions from any applicable regulator(s) as may be provided in the Insider Law.#

The terms defined in Securities and Exchange Board of India, (Prohibition of Insider Trading) Regulations, 2015, but not defined herein shall have the same meaning as that in Securities and Exchange Board of India, (Prohibition of Insider Trading) Regulations, 2015.

---

**NAYARA ENERGY LIMITED,**

**Authorized Signatory**