

# Tata Steel Downstream Products Limited

(Formerly known as Tata Steel Processing And Distribution Limited)

Page: 1 of 15

Kolkata Head Office,803,804, PLOT No. E2-2/1,BLOCK

Kolkata,700091,India

State Code :19

State Name:West Bengal

GSTIN:19AABCT1029L2Z8

CIN:U27109WB1997PLC084005

Vendor Code : SWIT02

Switching AVO Electro Power Ltd

97 Raja Ram Mohan Roy Road

Kolkata,

India

Pin Code :- 700041

E-mail :- switching@avoups.com

Phone No. :- 91-9674000501

State Code :- 19

State :- West Bengal

GSTIN :- 19AAICS2473C1ZC

Quotation :-/

## WORK ORDER

Order No. :- 4550018662

Order Date :- 23.01.2023

Release Date :- 14.02.2023

Contact Person :- Ankhi Chakraborty

E-mail :-

Phone No: :-

Validity Start Date :- 23.01.2023

Validity End Date :- 22.01.2024

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

Item No. : - 00010

Description:- AMC of 3 KVA Online UPS

HSN Code : -

Item text :

AVO make 3 KVA Online UPS

Serial No:

1. 3B10733000280

2. 3B10733000209

Delivery text :

UPS Installation and running at:

T#T# STEEL DOWNSTREAM PRODUCTS LIMITED

Infinity IT Lagoon,

8th Floor,

Office No- 801, 803 & 804,

Plot E2 # 2/1

Block EP & GP,

Sector # V,

Salt Lake,

Kolkata 700091

Delivery Date : 31.12.2023

Sl No.	Service No	Description	Quantity	Unit	Rate
1	3011568	AMC of 3 KVA online UPS	2.000	Year	5500.00

HSN Code : 9954

AMC of 3 KVA online UPS

### Item Charges

Gross Price 11000.00 11000.00 INR

IN:Central GST 9 % 990.00 INR

IN : State GST 9 % 990.00 INR

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**Total (Incl.Taxes):****12980 INR**

Terms of payment:

Yearly advance, 30 days after invoice submission.

Outline No: Brief Description:

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Delivery Term	:	-
Payment Term	:	Payment Agnst Proforma Invoice
Gross Price	:	11,000.00 INR
Gross value(Incl Taxes)	:	12,980.00 INR

Further to our terms & conditions in our enquiry, you confirm and agree that you have read the contents of Tata Code of Conduct and agree to abide and uphold its principles and values during your association with TSDPL be fully responsible for any violation of the same.

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**Note:**Kindly send your order acceptance within 5 days after receipt; no communication shall be construed as acceptance.

**HEADER TEXT**

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Tax invoice to be issued by the Supplier of Goods / Services shall contain the following details:

On the top of the bill it should be written as "TAX INVOICE"

Checklist for verifying the bills,

- Name, address and GSTIN of the supplier.
- Consecutive serial number, in one or multiple series, containing alphabets or numerals or special characters hyphen or dash and slash symbolized as '-' and '/' respectively, and any combination thereof, unique for a financial year
- Date of its issue.
- Name, address and GSTIN / Unique ID Number of TSDPL,
- Name and address of the and the address of delivery, along with the name of State and its code, if such recipient is unregistered and where the taxable value of supply is fifty thousand rupees or more
- HSN code of goods or Accounting Code of services
- Description of goods or services or both.
- Quantity in case of goods and unit or Unique Quantity Code thereof.
- Total value of goods or services.
- Taxable value of goods or services or both taking into account discount or abatement, if any  
Rate of tax (CGST, SGST, IGST, UTGST or Cess)
- Amount of tax charged in respect of taxable goods or services (CGST, SGST, IGST, UTGST or Cess)
- Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce.
- Address of delivery where the same is different from the place of supply.
- Amount payable under Reverse Charge Mechanism to be indicated separately in the invoice
- Signature or digital signature of the supplier or his authorized representative.
- Advances can be received against 'Receipt Voucher', no requirement to issue a GST Invoice.
- Number of copies of invoice to be issued under GST for supply-1) Original Copy (Original for buyer), Duplicate Copy (Duplicate for transporter), Triplicate Copy(triplicate for supplier).
- Number of copies of invoice to be issued under GST for services- Original Copy (Original for buyer), Duplicate Copy (Duplicate for transporter).

**PRICING TYPES :**

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The above prices shall remain fixed, firm and binding till the completion of job irrespective of any variation in quantity.

The Supplier shall be solely responsible and liable for his wrong assumptions/omissions/consideration, if any,

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 this Order, but not considered by the Supplier in the order price, shall be borne and paid for by the Supplier.

**INDEMNITY:-**The supplier indemnify Tata Steel Downstream Products Limited (hereinafter to be referred as TSDPL) that any financial loss/damages suffered by TSDPL by non availment of Input tax credit or any other benefits available under law on account of any noncompliance to the prescribed procedure to be followed on the part of Supplier will have to be compensated by the supplier and the supplier shall keep TSDPL indemnify always and ever against any such non availment of input tax credit or any pther benefits available under law for reasons here before.

**TERMS OF DELIVERY:**

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The job to be completed within the time specified in the order copy.

**TERMS OF PAYMENT:**

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Subject to all statutory deductions, as applicable and any deduction which the Purchaser may be authorized to make, the Contractor shall be entitled to payments as per the Terms of Payment indicated in the Order.

100 % payment against submission of Invoice to Accounts.

All payments shall be made by cheques/RTGS.

**OTHER CONTRACTUAL STIPULATIONS:**

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In case you fail to deliver as per contract within the validity of the contract ; TSDPL has the right to go the open market to get the services as per market rates and back charge the differentials to you "

Statutory Compliance:

Service Provider must have all necessary approvals from govt. authorities, licenses and permits which are required by the relevant statutory authorities in Kolkata and in any jurisdiction to handle hazardous materials and chemicals.

Every month the contractor needs to deposit the copies of statutory deposit in respect of the personnel engaged viz .PF, ESI, muster roll to contractor cell for release of payments.

While in courses of services being rendered to TSDPL,if Gratuity becomes applicable the same shall be borne by the Vendor as per the statutory rates applicable.

**Force Majeure:**

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If at any time during the continuance of this Contract the performance by either party under this Contract shall be prevented by reasons beyond the control of any parties 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 or due to the Government action (hereinafter referred to as 'eventuality') affecting the performance and respective obligation of the Parties provided that notice of the happening of any such eventuality is given by either Party to the other within fifteen (15) days from the date of the occurrence of such eventuality, neither Party shall, by reason of such eventuality be entitled to terminate this Contract, nor shall either Party have any claim for damages against the other in respect of such non-performance and the work under this Contract. 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 Employer and Contractor/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 three (3) months, both the parties shall consult each other regarding the further implementation of the Contract, provided always that, if no mutually agreed arrangement is arrived at within a period of one (1) month from the expiry of the three (3) months referred to above, the Contract shall be deemed to have expired at the end of the said three (3) months

referred to above. The above mentioned expiry of the Contract will imply that both the parties have the obligation to reach an Agreement regarding the winding up and financial settlement of the Contract.

**Temporary Suspension and Cancellation of Contract:**

Temporary Suspension: The Employer may at any time temporarily stop the supplies being executed under the Contract or any part thereof by at least ten (10) days' notice in writing to the Contractor/supplier specifying the period of such suspension. All supplies so stopped shall be resumed by the Contractor/supplier based on a schedule to be mutually agreed upon between the Employer and the Contractor/supplier.

Such temporary suspension shall not exceed a period of continuous three (3) months. However, if the period of temporary suspension exceeds continuous three (3) months, the cost and time aspect shall be mutually discussed and decided.

For any supply, which is performed by the Contractor/supplier during the suspension, the Employer shall neither pay the Contractor/supplier nor shall be liable to the Contractor/supplier for any damage or loss caused by such suspension of supply.

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

- A) Unjustified interruption of contractual services by the Contractor/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 Contractor/supplier.
- C) If the Contractor/supplier refuses to implement instructions received from the Employer or the Engineer within the stipulations of the Contract/ Order.
- D) Where the Contractor/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 Contractor/supplier's solvency.

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

**LD clause-Liquidated Damages for Delay in Completion**

Employer reserves the right to recover liquidated damages from the supplier for any delayed completion of work beyond the stipulated completion period at the rate of half (1/2%) per cent of the total order value per week of delay or part thereof, subject to a maximum of five (5%) percent of the total order value. In the event the supplier fails to complete the job within the aforesaid extended period of 10 (ten) weeks due to the reason attributable to the supplier, Employer shall be at liberty to cancel or terminate the purchase order / contract at the risk and purchase of the supplier.

**Arbitration**

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(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 Kolkata, West Bengal.

(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 Kolkata. 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.

**Termination for Convenience**

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Either Party may, by written notice of thirty (30) days sent to the Other Party, terminate the Contract, in whole or in part, at any time without assigning any reason. The notice of termination shall specify the date upon which such termination becomes effective. TSDPL shall pay all the due to the Service Provider for the services already rendered subject to the Service Provider returning all the material, equipment and gadgets belonging to TSDPL in its custody and any compensation recoverable by TSDPL.

**Confidentiality**

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The Service Provider shall ensure that its staff / employees do not, at any point of time, without the consent of TSDPL in writing, divulge or make known any trust, accounts, matters or transaction undertaken or handled by TSDPL and shall not disclose to any person any information relating to the affairs of TSDPL. The Service Provider and/or its staff will not interact with media or local agency on matters related to TSDPL without the prior written consent of the respective Site Manager endorsed by his superior. ii. The Service Provider will not release any matter to non-TSDPL personnel / Press which is directly or indirectly related with TSDPL matter / affairs.

**Notices**

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Any notice, instruction, decision, order, report, certificate or other communication that is to be exchanged between the Parties shall be served by sending it by e-mail or facsimile transmission, with a confirmation copy by courier or registered post to the addresses given in the work order.

**Independent Rights**

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Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

**Variation**

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No variation of this Agreement (including its Annexures) shall be binding on any Party unless such variation is in writing and signed by both Parties. 18. No Assignment or Third Party Rights

Subject to the provisions of this Agreement, this Agreement is personal to the Parties hereto and shall not be capable of assignment by any Party except with the prior written consent of the other Party. No provision in this Agreement will confer rights on any third party unless

it is expressly stated to do so. Any statutory provision or legal rule to the contrary is hereby excluded.

**Waiver**

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No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

**Severability**

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If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein

**CONTRACT RIDERS****SAFETY & OCCUPATIONAL HEALTH REQUIREMENT**

Currently Employer has set for itself a **target of Zero Harm Company**.

TSDPL reserves the right to conduct surprise audit to check & ensure the level of compliance, understanding & usage of the safety practices adopted by the contractors/suppliers during the execution of jobs.

**a) FOR THE SERVICE JOB PERFORMED AT SUPPLIER PREMISES (OFF SITE)**

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All the Contractor/suppliers need to ensure that all the activities are conducted in a safe manner and eliminate all unsafe conditions and Unsafe acts.

The Contractor/supplier shall maintain a clear work area in and around the work place.

**b) FOR THE SERVICE JOB PERFORMED INSIDE EMPLOYERS PREMISES (ON SITE):**

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100% compliance to the above target shall be ensured by Contractor/suppliers/suppliers engaged by Employer while working at Employer premises.

The Contractor/supplier shall adhere to safety practices of the Employer, and guard against hazardous and unsafe working conditions and shall comply with safety rules/standards as set forth herein. The Employer reserves the right to take appropriate punitive action, for any safety violation solely attributable to the Contractor/supplier and/or his employees.

Safety training: Contractor/supplier shall not deploy any person at work place/site without Safety Induction Training. The safety card issued by the Employer shall be with the workmen at all the time and same shall be produced on demand at any time.

The Contractor/supplier shall provide for and ensure that his employees must use appropriate Personal Protective Equipment (PPE) such as shoes, helmets, hand gloves etc and all other safety appliances while working at site.

The Contractor/supplier shall undertake full responsibility for safe execution of job at work place/site and safety of its personnel from the time he enters the gates of Employer's premises till his departure there from. The Contractor/supplier shall abide by and shall ensure 100% compliance of the various statutory rules of the Government and safety rules & regulations being issued by the Governmental authority and the Employer from time to time in this regard, and/or as required by the Engineer, in respect of all staff, workers and employees engaged for the execution of the job at work place/site and shall provide all the facilities in connection therewith. The Contractor/supplier shall ensure that necessary safety appliances are being used by his employees and workers working at Site, without which the employees and the workers shall not be permitted to work.

The Contractor/supplier shall nominate a person, in writing to the Employer, who shall (a) be fully responsible for safety of the employees (b) ensure safety practices during the execution of the Contract.

The Contractor/supplier shall maintain a clear work area in and around the work place.

The Contractor/supplier shall ensure that in case of any job incurred injuries, first aid treatment to be provided & to be immediately reported to the Employer.

The sale or disposition of ardent spirit, drugs or other intoxicating beverages upon the Site or in any of the buildings, encampments or tenements owned, occupied by, or within the control of the Contractor/supplier or any of his employees or sub-Contractor/suppliers is forbidden and the Contractor/supplier shall secure strict compliance with this condition.

Consequence Management against non-compliance to Safety standards within TSDPL Operation /Tata Steel Ltd premises		
S1 No.	Attributes on Non Compliance to Safety norms	Proposed Action
1	Any Transporter's / Vendor's employee found not using PPE and available with him.	Cost of Rs.200/- per noncompliance will be recovered
2	Any Transporter's / Vendor's employee found violating general guide lines of vehicle inspection checklist.	Cost of Rs.1000/- per noncompliance will be recovered from the vendor.
3	Any Transporter's / Vendor's employee found driving without appropriate license inside plant premises.	Cost of Rs.500/- per noncompliance will be recovered from the vendor.
4	Any Transporter's / Vendor's employee found working / moving in alcoholic condition inside plant campus	Rs1000/- will be recovered on first instance and thereafter Vendor / Transporter will be suspended for
5	Any spillage (Scraps, construction material etc.) on the plant road leading to Safety Hazard	Cost of Rs.500 or actual cost incurred by TSDPL, whichever is higher, will be recovered for every such
6	Starting job without providing adequate safety measures like proper PPEs, Fall protection,	Warning letter will be issued and subsequently Cost of Rs. 1000 will be recovered for every such
7	Vehicle found moving in restricted road/ wrong direction in one way road.	Cost of Rs.1,000 will be recovered for every such non-compliance.
8	High speed, wrong overtaking, Wrong Parking on road, driver talking on mobile while driving, person found	Cost of Rs.500 will be recovered for every such non-compliance.
9	Vehicle Dashing & damaging any structure, lamp post Column, height barrier, barricading, drop gate,	Cost of Rs. 2,000 or actual cost incurred by TSDPL for damage caused.
10	Serious accident due to malfunction of brake or any other part of the vehicle. 2. Rolling of vehicle	Transporter will be suspended for a minimum period of three months.

Note: Only MD has an authority to waive the cost recovery or suspension- fully or partially.

#### TCOC FOR OUR VALUE CHAIN PARTNERS

1. We shall select our suppliers and service providers fairly and transparently.
2. We seek to work with suppliers and service providers who can demonstrate that share similar values. We expect them to adopt ethical standards comparable to our own.
3. Our suppliers and service providers shall represent our company only with duly authorized written permission from our company. They are expected to abide by the code in their interactions with, on behalf of us, including respecting the confidentiality of information shared with them.
4. We shall ensure that any gifts or hospitality received from, or given to, our suppliers and service providers comply with our company's gifts and hospitality policy.
5. We respect our obligations on the use of third party intellectual property and data.

TSDPL shall remain committed to sustainable development through eco friendliness of all its products, activities and services. We always endeavour and encourage suppliers to follow and maintain eco-friendly operations. You shall at all times adopt environment friendly policies including but not limited to

- a) Conservation of natural resources like energy, water,
- b) Reduction in waste and greenhouse gas emissions,
- c) Nurturing the bio diversity in the vicinity of your operations,
- d) Adoption of reuse and recyclable packing.

#### I. Policy Statement and Purpose

1. One of the core principles set out in the Tata Code of Conduct 2015 states: #We are committed to operating our businesses conforming to the highest moral and ethical standards. We do not tolerate bribery or corruption in any form. This commitment underpins everything we do.#

Our Company, having adopted the Tata Code of Conduct 2015, is therefore committed to acting professionally, fairly and with integrity in all its business dealings and relationships wherever it operates, and to



implementing and enforcing effective systems to counter bribery. This includes compliance with all laws, domestic and foreign, prohibiting improper payments, gifts or inducements of any kind to or from any person, including officials in the private or public sector, customers and suppliers. Our Company is equally committed to the prevention, deterrence and detection of bribery and other corrupt business practices.

2. Bribery and corruption can take many forms including cash or gifts to an individual or family members or associates, inflated commissions, fake consultancy agreements, unauthorized rebates, non-monetary favours and false political or charitable donations. These actions may be undertaken directly or through a third party. It is illegal and immoral to, directly or indirectly, offer or receive a bribe.

3. We uphold all laws relevant to countering bribery and corruption applicable to us in the conduct of our business across all the jurisdictions in which we operate including, wherever applicable, the U.S Foreign Corrupt Practices Act (#FCPA#), the UK Bribery Act (#UKBA#) and the Indian Prevention of Corruption Act, 1988 (#PCA#). Different statutes adopt different yardsticks to determine whether or not a particular act or omission is an offence thereunder; thus an act may be an offence under one statute, but not under another. The FCPA makes it a federal crime for companies or individuals to bribe government officials in non-U.S. countries in order to obtain or retain business, or to secure improper business advantages. The FCPA also requires public companies or issuers (U.S. and non-U.S companies that trade securities on a U.S. stock exchange), to keep accurate books and records, and to have an adequate system of internal financial and accounting controls. The UKBA prohibits bribery in both, the public and private sectors. Under the PCA, bribery of government officials and agents, whether directly or indirectly, is strictly prohibited.

4. It would also be pertinent to note the impending amendments proposed to be introduced upon enactment of the Prevention of Corruption (Amendment) Bill in India which are intended to strengthen the legislative framework of the PCA and include:

- #supply# side of bribery (i.e. bribe giving) to be covered by making it a substantive offence under the PCA;
- a company could be held liable under the PCA as an offender if any person #associated# with the company gives a bribe. However, a company would be able to defend itself by proving that it had in place adequate procedures (such as a robust ABAC program) designed to prevent persons associated with it from undertaking such conduct; and
- every director, manager, secretary or other officer with whose #consent or connivance# the offence was committed, to be made liable under the PCA.

5. In addition to the PCA, the following laws in India also presently apply to offences relating to or resulting in corruption and bribery and resolutions available in case of occurrence of corruption or bribery:

- i) Indian Penal Code, 1860 (#IPC#);
- ii) Prevention of Money Laundering, 2002;
- iii) Central Vigilance Commission Act, 2003;
- iv) Lok Ayukta Acts of various states.

6. The purpose of this model Anti-Bribery and Anti-Corruption Policy (#ABAC Policy#) is to ensure that our Company sets up adequate procedures in order to prevent our Company's involvement in any activity relating to bribery, facilitation payments, or corruption, even where the involvement may be unintentional. It requires employees, directors, officers of the Company and third parties subject to this ABAC Policy to recognize questionable transactions, behaviour or conduct, and to take steps to record, comply and follow procedures set in place to deal with such behaviour or conduct.

7. While an exhaustive list cannot be provided, set out below are indicative questionable transactions or situations that Designated Persons (as defined below) should be careful about # which, when appearing together or individually, should raise a #red flag#:

- i) A contract requires the use of a third-party consultant where the third party's principal or owner is a government official;
- ii) The business lacks qualifications or resources i.e. the potential business partner does not appear capable of performing the services being offered. Sham service contracts, under which corrupt payments are disguised using a consulting agreement or other arrangement are typical modalities for indulging in bribery or corrupt activities;
- iii) Any potential partner who provides guarantees of success or claims to have the ability to obtain licenses or other government approval without providing a description of a legitimate manner by which those goals will be accomplished;



- iv) Transactions involving unusual payment patterns or financial arrangements. Accordingly, a request to pay unusually high commissions is a warning sign of possible corruption. A request to deposit commissions in multiple bank accounts, perhaps in offshore banks, also justifies additional scrutiny;
- v) A potential counterparty who refuses to accept an ABAC or anti money laundering clause in the proposed contract;
- vi) Based on pre-acquisition / counterparty due diligence, it becomes apparent that the potential counterparty has a reputation for offering bribes or violating other laws or indulging in unusual structured transactions;
- vii) Inflated payouts to, or questionable role in the project of potential counterparty or its affiliate;
- viii) A proposed counterparty resists or fails to provide details of parentage or has undisclosed principals, associates or subcontractors with whom it splits fees;
- ix) A proposed counterparty refuses access to its books and records where requested under the proposed contract.

8. This ABAC Policy constitutes a minimum standard. It must be complied with in any country in which our Company does business even when the policy is stricter than the anti-bribery laws that are applicable, including both applicable local laws and those laws with extra-territorial application. However, when applicable anti-bribery laws are stricter than this policy, such laws must be complied with. In case of any doubts, Designated Persons must contact our Company's Compliance Officer (as defined below).

9. The guidelines in this ABAC Policy supplement the Tata Code of Conduct 2015 (#TCoC 2015#) and should be read in conjunction with:

- a) TCoC 2015;
- b) the Whistleblower Policy;
- c) Any guidance published pursuant to this policy;
- d) Any other relevant policies as may be implemented from time to time.

10. Because no code of conduct or policy can cover every possible situation, our Company relies on the Designated Persons to use good judgment and to speak up when they have either questions or concerns.

## II. SCOPE AND APPLICABILITY

This ABAC Policy is applicable to our Company. Our Company shall recommend adoption of this ABAC Policy to the Boards of its subsidiaries, associates and joint ventures.

This ABAC Policy is applicable to all individuals working at all levels and grades, including directors, senior managers, officers, other employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, interns, seconded staff, casual workers and agency staff, agents, or any other person associated with our Company and such other persons, including those acting on behalf of our Company, as designated by the Compliance Officer (as defined below) from time to time (all of the aforesaid being collectively referred to as #Designated Persons#).

Designated Persons have a special responsibility to comply with this ABAC Policy, and ensure that our Company's procedures and measures to combat ABAC risks and threats are upheld and strengthened. If in doubt whether an act would breach this ABAC Policy, the Designated Person must take a step back and ask oneself the following on a contemplated action:

- What is the intent # is it to build a relationship or is it something else?
- How would it look if these details were on the front page of a major newspaper?
- What if the situation were reversed # would there be a double standard?

Whenever faced with a doubt on the applicability of this ABAC Policy, or if an act could be perceived to be a breach of this ABAC Policy, consult the Ethics Counsellor or the Compliance Officer.

## III. COMPLIANCE OFFICER

The Company shall, from time to time, designate an employee of sufficient seniority, competence and independence as the compliance officer to ensure compliance with the provisions of this ABAC Policy (#Compliance Officer#) and the same shall be notified to the Designated Persons. Mr Asis Mitra, Company Secretary has been designated as the Compliance Officer. All reports, complaints, doubts or concerns in relation to this ABAC Policy shall be raised by the Designated Persons to the Compliance Officer or to the Company Ethics Counsellor. Every query or concern raised by any Designated Person in relation to any suspected violation of this ABAC Policy shall be

investigated by the Compliance Officer.

All queries, concerns or complaints received by the Company Ethics Counsellor dealing with a bribery or corruption issue should be reported to the Compliance Officer by the Company Ethics Counsellor. Any action required to be undertaken under this ABAC Policy shall be taken by the Compliance Officer in accordance with this ABAC Policy. The Compliance Officer shall have a functional reporting to the Designated Director (as defined below) and shall submit quarterly compliance reports to the Designated Director. Aggravated cases of breach of this ABAC Policy shall be escalated to the Board of Directors of the Company (#Board#). Mr Chacko Joseph, Chairman, Audit Committee has been designated as the Designated Director.

#### Definitions

##### 1. Bribery

Bribery includes the offer, promise, giving, demand or acceptance of an undue advantage as an inducement for an action which is illegal, unethical or a breach of trust. Bribes often involve payments (or promises of payments) but may also include anything of value - providing lavish/inappropriate gifts, hospitality and entertainment, inside information, or sexual or other favours; offering employment to a relative; underwriting travel expenses; abuse of function; or other significant favours. Bribery includes advantages provided directly, as well as indirectly through an intermediary. TCoC 2015 and this ABAC Policy prohibits Designated Persons from giving bribes not only to any public/government official but also to any private individual. Bribery in any form will not be tolerated.

##### 2. Corruption

Corruption includes wrongdoing on the part of an authority, or those in power, through means that are illegitimate, immoral, or incompatible with ethical standards.

##### 3. Public Official (Government Official or Public Servant) / Foreign Public Official

In the Indian context, a public official would include (but not be limited to) the following:

- a. any person holding a legislative, executive or administrative office of the government (domestic or foreign), or acting in the official capacity for or on behalf of a legislative, executive, or administrative office of the government (domestic or foreign), whether appointed or elected, whether permanent or temporary, whether paid or unpaid, irrespective of that person's seniority;
- b. any person in the service or pay of the government or of a corporation established by or under a central, provincial or state statute, or an authority or a body owned or controlled or aided by the government or a government company or is remunerated by the government by fees or commission for the performance of any public duty;
- c. any judge, including any person empowered by law to discharge, whether by himself/herself or as a member of any body of persons, any adjudicatory functions;
- d. any person authorised by a court of justice to perform any duty, in connection with the administration of justice, including a liquidator, receiver or commissioner appointed by such court;
- e. any person who performs a public duty, including for a public agency or public enterprise, or provides a public service, as defined in the domestic law of the country and as applied in the pertinent area of law; and
- f. any other person defined as a #public official# under the domestic law.

#State# means all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive).

##### Foreign public official

Under non-Indian ABAC laws, what constitutes a #foreign official# or #foreign public official# is interpreted broadly and includes officials from all branches of government, as well as public international organizations, regardless of whether the official is a paid or unpaid employee. The term also includes political parties, party officials, and candidates for public office. Further it includes employees or agents of state-owned or state-controlled enterprises and means any person acting in an official capacity on behalf of any government department, agency, instrumentality, or corporation, family members of the official, as well as a political party official or any candidate for political office.

##### 4. Facilitation payment or kickbacks

#Facilitation Payments# are unofficial payments made to public officials in order to secure or expedite the performance/ non-performance of a routine or necessary action. They are sometimes referred to as 'speed' money or 'grease' payments or #good-will money#. The payer of the facilitation payment usually already has a legal or other entitlement to the relevant action. #Kickbacks# are typically payments made in return for a business favour or advantage.

##### 5. Third party

The term #third party# includes any individual or organization, who/which comes into contact with the Company or transacts with the Company, and also includes actual and potential clients, vendors, consultants, retainers, agents, advisors, distributors, business associates, partners (including academic institutions), contractors, suppliers or service providers who work for and on behalf of the company.

##### 6. Improper performance

Breach of an expectation that a person will act in good faith, impartially or in accordance with a position of trust amounts to improper performance. This would also include obtaining, agreeing to receive, accepting, or

attempting to obtain, an undue advantage for acts to be performed properly.

#### IV. WHAT IS CORRUPTION

1. Corruption can take place in many types of activities. It is usually designed to obtain financial benefits or other personal gain. For example, bribes are intended to influence behaviour # they could be in the form of money, a privilege, an object of value, an advantage, or merely a promise to influence a person in an official or public capacity. Usually, two people are involved and both would benefit. Examples of a bribe include offering or receiving of cash in the form of a kickback, loan, fee or reward, or giving of aid, donations, or voting designed to exert improper influence.

2. The areas of business where corruption, including bribery, can most often occur include:

- a. Gifts, Entertainment and Hospitality;
- b. Facilitation Payments;
- c. Procurement Process;
- d. Political, Community or Charitable Contributions;
- e. Improper Performance of Duties;
- f. Favours Regarding Recruitment Opportunities.

3. In the Indian context, the ingredients of an act of bribery under the PCA are:

a. Any gratification to a public servant for doing or forbearing to do an official act or favour/ disfavour to any person.

b. Any gratification to any person for inducing any public servant by corrupt/ illegal or personal influence to do/ forbear from doing an official act or to show favour/ disfavour to any person.

c. Providing of any valuable thing, without adequate payment for the same, to a public servant by a person who has or is likely to have official dealings with the public servant.

Violators of the PCA shall be subject to fines and/or imprisonment. Liability could also be attributed to a company, if an employee/agent acted within the scope of employment, to obtain benefit for such a company. The PCA and recent judgments of the Supreme Court of India have made it clear that private persons can be prosecuted under the PCA along with public servants for having abetted the offence of bribery. Improper Performance could lead to accusations of criminal breach of trust, which is an offence under the Indian Penal Code (IPC). The IPC also penalises abetment as an offence. Under the IPC any person who intentionally aids, by any act or illegal omission, the doing of a thing, or engages with a person/persons in a conspiracy for the doing of a thing, is guilty of the offence of abetment. Additionally, a person could also be prosecuted for offenses of cheating and/or criminal breach of trust under the IPC.

#### V. GIFTS, ENTERTAINMENT AND HOSPITALITY

1. Gifts, entertainment, and hospitality may be acceptable if they are reasonable, proportionate, made in good faith and in compliance with the Company's policies, inclusive of Section D, Clause 11 and Section G, Clause 4 of the TCoc 2015, our Company's Gifts & Hospitality Policy (copy annexed hereto as Annexure [1]), and various advisories issued from time to time under the foregoing. Any doubts in this regard should be clarified with the Company Ethics Counsellor or the Compliance Officer.

2. What is a #Gift#? A gift is anything of value and would encompass any gratuitous monetary or non-monetary benefit. It includes tangible items such as cash, precious metals, stones, jewellery, art, and any of their equivalents, but also intangible items such as discounts, services, loans, favours, special privileges, advantages, benefits and rights that are not available to the general public. A #gift# also includes meals, entertainment, hospitality, vacations, trips, use of vacation homes, tickets to sporting or music events, outings, vendor familiarization trips, and use of recreational facilities. Under no circumstances should any Designated Persons ever solicit a gift from any person or company that is doing, or seeks to do, business with the Company. Note that meals, entertainment and hospitality may also qualify as a gift, unless they fall within reasonable bounds of value and occurrence.

3. Designated Persons must familiarise themselves with our Company's Gifts & Hospitality Policy.

4. Offering gifts in order to win or keep business is unethical and, in many cases, illegal. If you find it difficult to provide a comfortable answer to questions on appropriateness of a gift, or if you are unsure if you should accept something of value, each Designated Person must ask the Compliance Officer. If your Compliance Officer is conflicted, seek guidance from the Designated Director.

5. Note that this ABAC Policy is applicable whether a Designated Person is personally offered a gift, or if a gift is offered for the benefit of a specific group or department at the Company (including as a prize to be distributed at a party or event). All gifts received should be promptly reported in the Gift Register (which will be shared with the Compliance Officer) if they are not in the ordinary course of business, in compliance with all policies issued by the Company and as per applicable law. Gifts of cash or cash equivalents must never be accepted.

6. A Designated Person may give a modest gift to a government or other public official only when it is appropriate, allowed by local law, and in accordance with our Company's Gifts and Hospitality Policy.

7. Designated Persons are prohibited from offering gifts or granting favours outside the ordinary course of business to current or prospective customers, their employees or agents or any person (including but not limited to Government Officials) with whom the company or its business associates have a contractual relationship, or

intend to negotiate an agreement. No Designated Person should accept or solicit any personal benefit from anyone in the course of business in a manner that might compromise, or appear to compromise their objective assessment.

8. As a general guide, the giving or receiving of gifts or hospitality may be acceptable if it meets all the following requirements:

- a) Is bona-fide and made in the normal course of business and does not create the appearance (or an implied obligation) that the gift giver is entitled to preferential treatment, an award of business, better prices, or improved terms of sale or service;
- b) Complies with local laws and customs (including cultural and religious festivals) and is not prohibited under applicable law;
- c) Would not influence, or appear to influence, or cause a conflict of interest for the gift giver or receiver;
- d) Does not include cash or cash equivalents, gold or other precious metals, gems or stones;
- e) Does not include any form of services or non-cash benefits such as promise of employment;
- f) Disclosure of the same does not cause embarrassment to the giver or receiver or to the company in question;
- g) Is fully documented and supported by original receipts and accurately recorded in the books of accounts;
- h) Is given openly, not secretly and in a manner that avoids the appearance of impropriety.

In addition to the above, each Designated Person is required to be in compliance with the specific guidelines set out in the Company's Gifts and Hospitality Policy, including in relation to maximum values permitted.

#### VI. FACILITATION PAYMENTS OR KICKBACKS

1. All Facilitation Payments and kickbacks are corrupt payments, and any such payment in the course of our Company's business is strictly forbidden.
2. Facilitation Payments are often involved in obtaining non-discretionary permits, licenses or other official documents, expediting lawful customs clearances, obtaining the issuance of entry or exit visas, providing police protection, whether or not such actions are connected to the award of new business or the continuation of existing business.

#### VII. PROCUREMENT PROCESS

Designated Persons must follow our Company's processes and adhere to the system of internal controls around supplier selection. Supplier selection should never be based on receipt of a gift, hospitality or payment. When supplier selection is a formal, structured invitation for the supply of products or services (often called a #tender#), it is most important we maintain documentation supporting our internal controls. Designated Persons must familiarise themselves with our Company's procurement processes and must adhere to the same.

#### VIII. INTERACTION WITH CUSTOMERS

1. Where a Designated Person is responsible for relationships with customers, she/he may entertain customers for bona-fide purposes only
2. Bribery may also occur on the sales side, for example an employee might accept a bribe to prefer one customer over another, again with potentially damaging consequences for relationships with other customers, as well as the legal consequences to our Company.

In the normal course of business, discounts and rebates are offered to customers in both the private and public sectors. While this is common industry practice, the wide variety of arrangements and the relative complexity of some of them creates a degree of risk that such arrangements could be used to disguise improper inducements to individual customer representatives (for example, selective dissemination of the fact that free products are being provided), and consequently great care needs to be exercised in the deployment of such arrangements.

#### IX. USE OF THIRD PARTY AGENTS, CONSULTANTS AND OTHER INTERMEDIARIES

1. Our Company may be held responsible for bribes paid on its behalf by third parties, with severe and often irreparable consequences, even if our Company did not authorize these payments. Therefore, it is critical that we are careful in the selection of agents, that is, those people or companies who act on our behalf.
2. All dealings with suppliers, agents, contractors, service providers, intermediaries, consultants, and advisors, shall be carried out with the highest standards of integrity and in compliance with all relevant laws and regulations. We expect all our third parties to share our values and our ethical standards.
3. The following should be kept in mind prior to engaging a third party:
  - a. Appropriate due diligence is conducted and properly documented;
  - b. Formal commitment (in writing) is sought from the third party to ensure compliance to these standards;
  - c. Appropriate anti-bribery and anti-corruption provisions are incorporated in the contracts in consultation with our Company's Legal team, including the right to audit, as well as a clause on termination, if the partner/party fails to abide by the anti-bribery and anti-corruption terms.

#### X. GOVERNMENT INTERACTION

1. Section I, Clause 2 of TCoC 2015 states #We engage with the government and regulators in a constructive manner in order to promote good governance. We conduct our interactions with them in a manner consistent with our Code #. Doing business with the government is highly regulated and typically follows stricter rules than those in the commercial marketplace. If you work with government officials or a government-owned (or partially-owned) company, you have a special duty to know and comply with applicable laws and regulations, adhere to the highest standards of integrity and avoid even the appearance of impropriety. Our Company may interact with the government, government officials and government agencies in multiple forms, such as: for

seeking statutory or regulatory approvals, as a supplier, as a customer, etc. Designated Persons should always be truthful, accurate, co-operative and courteous while representing our Company before any government, government officials and government agencies.

2. Our Company and employees shall not, unless mandated under applicable law and our Company's Corporate Social Responsibility (#CSR#) Policy, offer or give any company funds or property as donation to any government agency or its representative, directly or through intermediaries. However, in the Indian context for example, donation of our Company's funds or property to the Prime Minister's Relief Fund or donations towards disaster relief may be permitted pursuant to our Company's CSR Policy. The Company shall comply with government procurement regulations and shall be transparent in all its dealings with government agencies.

#### XI. POLITICAL COMMUNITY AND CHARITABLE CONTRIBUTIONS

1. Section I, Clause 1 of TCoC 2015 states: #We shall act in accordance with the constitution and governance systems of the countries in which we operate. We do not seek to influence the outcome of public elections, nor to undermine or alter any system of government. We do not support any specific political party or candidate for political office. Our conduct must preclude any activity that could be interpreted as mutual dependence / favour with any political body or person, and we do not offer or give any company funds or property or other resources as donations to any specific political party, candidate or campaign.

Any financial contributions considered by our Board of Directors in order to strengthen democratic forces through a clean electoral process shall be extended only through the Progressive Electoral Trust in India, or by a similar transparent, duly-authorized, non-discriminatory and non-discretionary vehicle outside India#.

Designated Persons are not allowed to make political contributions from the funds, properties or other resources of our Company except political contributions approved by the Board in accordance with the TCoC and in compliance with applicable law. Our Company may make charitable donations for humanitarian needs and other factors, including emergency situations and disaster relief. Such contributions must be made in compliance with our Company's Corporate Social Responsibility Policy. (copy available at <http://www.tsdp.in/#/CSR>) However, it is important that we pay special attention when making donations such that they shall be made without demand or expectation, so that our donations would not be considered inducements, as this would be a violation of the anti-corruption laws, the TCoC and this ABAC Policy. Thus, contributions by the Company to community projects or charities need to be made in good faith and in compliance with our TCoC, this ABAC Policy and all other relevant policies and procedures.

2. Before making such a contribution, the Designated Persons should ensure that:

a) Such charitable contributions are not dependent on, nor made to win, a business deal.

b) The contribution is always made to the charity and not to any particular individual, except where donations or grants are provided directly to affected victims of natural disasters, pursuant to our Company's CSR policy.

c) Contributions should be given to entities where the end use of the contribution is known and/or controlled.

d) Contributions should only be made to charitable organisations which are registered under the laws of the country.

e) As far as possible, background checks on the charitable organisations should be carried out in all cases especially to ensure that the charity does not act as a conduit to fund illegal activities in violation of anti-money laundering laws, anti-terrorism laws and other applicable laws.

f) Only such charitable contributions shall be made that are legal and ethical under local laws and practices.

#### XII. SPONSORSHIPS

Sponsorships are closely allied to the various types of community / business activities undertaken by our Company. These could range from sponsoring educational scholarships to local sports teams. Any sponsorship must be for genuine business or charitable objectives without any element of quid pro quo. Any such sponsorship must be transparent, duly approved, properly documented and duly reported as per our Company's CSR Policy.

#### XIII. MERGERS AND ACQUISITIONS

1. A company that does not perform adequate due diligence regarding compliance with anti-bribery and anti-corruption procedures of the target company prior to a merger or acquisition may face both legal and business risks. Our Company will undertake appropriate and reasonable due diligence on the reputation and integrity of any business in which it makes investments.

2. Our Company, when it is acquiring a potential target, will train new employees, re-evaluate third parties under company standards and where appropriate, conduct audits on new business units.

#### XIV. CONFLICTS OF INTEREST

1. Section D, Clauses 24 through 28 of TCoC 2015 provide detailed guidance on assessment of potential

situations of conflict of interest. Any conflict of interest, even if it is perceived or potential, reported to the Company Ethics Counsellor or the Compliance Officer, must be in turn reported to the appropriate competent authority as defined in TCoC 2015, and actioned as per the guidance provided in the TCoC.

#### XV. BOOKS, RECORDS, AND INTERNAL CONTROL REQUIREMENTS

1. Accurate and complete recordkeeping is essential to the successful operation of our Company, as well as to our ability to meet our legal and regulatory obligations. Each Designated Person has a responsibility to be accurate, complete and honest in what he/she reports and records to meet regulatory requirements, as well as in all internal and external documents of our Company, including accounting records, time cards, expense reports, invoices, payroll records, safety records, business records, performance evaluations, etc.

2. Expenses must never be hidden or purposefully misclassified. Many serious global bribery and corruption scenarios are found to involve inaccurate record-keeping. To prevent this, international anti-corruption laws generally require detailed and accurate accounting records for transactions, including cash and bank accounts. All Designated Persons must ensure that we maintain accurate books, records and financial reporting.

3. All business units and entities must maintain an effective system of internal control and monitoring of our transactions. Certain monitoring controls are identified in our policies, specifically regarding approval of travel and entertainment expenses. It is the responsibility of the Designated Persons to be knowledgeable about control procedures and ensure compliance. Designated Persons are required to ensure that all expense claims relating to hospitality, gifts or charitable donations are submitted in accordance with applicable policies and specifically record the reason for the expenditure.

4. Designated Persons are required to maintain all financial records and have appropriate internal controls in place which will evidence the business reason for making payments to or receiving payments from third parties.

5. All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as customers, suppliers and business contacts, should be prepared and maintained with accuracy and completeness. Our records management and retention policies ensure that we maintain the records we need to meet our legal, tax and regulatory requirements and securely dispose of records that are no longer needed or are beyond the statutory retention period. Designated Persons should take care never to dispose of information that may be relevant to current or threatened litigation or subject to a legal prohibition or stipulation until they are authorized in writing to do so by the relevant department.

6. Designated Persons who see or suspect financial misconduct should notify their supervisors immediately, and contact the Compliance Officer.

#### XVI. COMMUNICATION AND COMPLIANCE TRAINING

1. It is our commitment to ensure that our Company has adequate procedures to combat ABAC risks and threats. To meet this objective, regular training will be made available to all business units in relation to our ABAC Policy, obligations of Designated Persons, company procedures and measures. The details of our Company's whistleblowing procedures will be disseminated throughout our Company and will be so done on a regular basis.

2. Training will be conducted either on-line or in-person or a combination of both and will be administered by the Compliance Officer. The training will be required to be completed within a specified timeframe. The Designated Persons must not treat these training programs as a one-time event and Designated Persons are expected to keep themselves up to date by undergoing repeat training at regular intervals or each time a training program is updated.

3. Our Company may also extend training programs to third parties, if it is envisaged that the work profile allocated to them carries a significant risk as per this ABAC Policy.

#### XVII. HOW TO RAISE CONCERNS

1. Every Designated Person is encouraged to raise concerns about any bribery issue or suspicion of malpractice or any case of corrupt practice or any breach of this ABAC Policy or applicable ABAC law at the earliest possible stage. If he/she is unsure whether a particular act constitutes bribery or corruption or if he/she has any other queries, these should be raised with the respective reporting manager and the Compliance Officer at the following email address [asismitra@tsdpl.in].

2. Designated Persons may also raise concerns or queries to the Ethics Counsellor through the Raising Concerns mechanism under the TCoC or through the Whistleblower Policy which is intended to encourage and enable employees, and other stakeholders, to raise serious concerns internally. Our Company's Whistleblower Policy is available here [http://www.tsdpl.in/#/mbe]

3. No personnel who in good faith, reports a violation of the ABAC Policy shall suffer harassment, retaliation or adverse employment consequences.

#### XVIII. RESPONSIBILITY AND PENALTIES

1. Our Company takes the subject of corruption and bribery very seriously. Any violation of this ABAC Policy will be regarded as a serious matter and shall result in disciplinary action, including termination, consistent with applicable law and the employee's terms of employment.

2. Bribery is a criminal offense. The defaulting Designated Person will be accountable whether she/he pays a bribe herself/himself or authorizes, assists, or conspires with someone else to violate this ABAC Policy or an anti-corruption/anti-bribery law. Punishments for violating the law are against a defaulting Designated Person as an individual and may include imprisonment, probation, and significant monetary fines which will not be paid by the Company. For example, punishment under the PCA ranges between 6 months and 5 years, along with a fine. In



certain cases of habitual offenders imprisonment could be as high as 7 years. There is no limit on the maximum fine payable.

3. In case of violations of this ABAC policy, the Compliance Officer shall take appropriate steps such as:  
a) Assigning an Investigation Team: Experts with the right knowledge and objectivity may be appointed to investigate a complaint.

b) Conducting an Investigation: Every investigation relating to a suspected violation of this ABAC Policy shall be investigated by the Compliance Officer together with other members assigned under sub-clause (a) above. The objective of such an investigation would be to determine the facts, through interviews with concerned participants and/or review of documents. Such investigation team will make a written demand for information, records etc. that is reasonably related to the alleged offence, including, without limitation: (a) copies or access to all records relating to the alleged offence (such as telephone records, Internet service records and/or other records stored on computer hard drives or other information storage equipment); and/or (b) a written statement made by the Designated Person, if any, setting out in detail all of the facts and circumstances of which such a Designated Person is aware with respect to the alleged offence. Each Designated Person shall co-operate with the investigation team and promptly respond to all requests for information. It is clarified that the report prepared by the investigations team, shall be kept confidential and shall be shared only with such persons who have a #need to know# under applicable law or Company Policies, e.g. a copy of the report may be shared with the Designated Director.

c) Corrective Action: If necessary, corrective actions shall be prescribed or suggested to appropriate managers, officers and employees for implementation.

d) Penalties: The Compliance Officer shall, after considering inputs, if any, from the Company Ethics Counsellor and the Designated Director have the discretion to recommend appropriate disciplinary action, including suspension and termination of service of such a defaulting Designated Person. The Compliance Officer shall also recommend if the violation is potentially criminal in nature and should be notified to the authorities. In the event of criminal or regulatory proceedings, the Designated Persons shall co-operate with relevant authorities. Depending on the nature and scale of default by the defaulting Designated Person, the Compliance Officer may also recommend to the Board to commence civil and/or criminal proceedings against such a Designated Person in order to enforce remedies available to our Company under applicable laws.

4. All internal investigations shall follow principles of natural justice and shall ensure that the relevant Designated Person is provided with an opportunity to make his/her case before the investigation team.

#### XIX. PERIODIC REVIEW AND EVALUATION

1. Our Company's Audit Committee will monitor the effectiveness and review the implementation of this ABAC Policy, considering its suitability, adequacy and effectiveness.

2. Our Company reserves the right to vary and/or amend the terms of this ABAC Policy from time to time.

**For Tata Steel Downstream Products Limited  
Authorized Signatory**

**Print Date :14.02.2023**

If you suspect any violation of Tata Code of Conduct, kindly speak up in the Third party \communication channels.

Details are as follows:

1. Toll free number - 1800 102 0875 (no access code is required)

2. Web portal - [www.in.kpmg.com/ethicshelpline/tslindia](http://www.in.kpmg.com/ethicshelpline/tslindia)

In addition, the following channels too is available for "Third Party Whistle Blowing Helpline Service".

3. Email - [tatasteel@ethicshelpline.co.in](mailto:tatasteel@ethicshelpline.co.in)

4. Post Box - P. O. Box No 71, DLF Phase 1, Qutub Enclave, Gurgaon - 122002, Haryana, India

5. TSDPL ethics complaint phone number - 033 66130604 & email ID - [ethics@tsdpl.in](mailto:ethics@tsdpl.in)

#### **!Covid-19 Alert!**

Please ensure that all your delivery personnel are equipped with necessary site specific PPE and are familiar with, and comply to, WHO guidelines to help us curb the spread of Covid-19

# Staysafe # Let's stop the spread