



Purchase Order

Supplier Name: NS Infra Address: JANI KALA, JANI, MEERUT, Meerut, Uttar Pradesh, 250501, , Meerut , Email : Vendor Code : 267479 VAT No. : GSTN No. : 09AUQPN9522N1ZN			PO No. : 1040024443 PO Date : 12-MAY-23 Amendment No. : 0 Amendment Date : Expiry Date : 11-MAY-24 Buyer : Rana, Ajab Singh(Ajab.Rana@atctower.in) email : Ajab.Rana@atctower.in			
Bill To Address			Ship To Address			
607 ATC Telecom Infrastructure Private Limited ATC Telecom Infrastructure Pvt. Ltd., Plot No.-09, Patliputra house construction co-operative society, Beside Unicef Building,,,,Patna,Bihar,800013 GSTN No: 10AACCT1282E1ZY			607 ATC Telecom Infrastructure Private Limited ATC Telecom Infrastructure Pvt. Ltd., Plot No.-09, Patliputra house construction co-operative society, Beside Unicef Building ,,,,Patna,Bihar,800013 GSTN No: 10AACCT1282E1ZY			
S.No	Item Code	Item Description	UOM	Quantity	Rate / Unit Price	Amount (INR)
1	IN.T3317	Erection of 40M 170 KMPH PACS Contemporary Tower SPIRE 406 LT with Mounts <i>Igst@18%</i>	Each	1	32824.35	32,824.35
		Sub Total				5,908.38
						38,732.73
Grand Total						38,732.73
Amount in Words : Rupees Thirty-Eight Thousand Seven Hundred Thirty-Two and Seventy-Three paise Only						
Special Instructions : All T&C will be as agreed with ATC on Mail / RC & SOW of TE only						
Payment Terms: 100% of the invoice value to be paid within 30 days of receiving corrected invoice after completion of tower AT (T1) along with user acceptance.						



Purchase Order

Delivery Schedule

S.No	Item	Description	Task Name	Qty/UOM	Unit Price	Need By Date	Site Address	Site ID
1	IN.T3317	Erection of 40M 170 KMPH PACS Contemporary Tower SPIRE 406 LT with Mounts	Civil	1/Ea	32824.35	27-MAY-23	480531-Gita Devi alias Asha Devi , W/o Lalit Sah alias Lalit Narayan Sah, Vill Dipnagar,PO Phulkahi, PS Raghapur, Dist Supaul 852111, 8809871026 ,,SUPAUL,,0,India GSTN NO: 10AACCT1282E1ZY Contact:	480531

Child Item Details

Freight	Insurance	Material Acceptance	Octroi	Load/Unload
	Inclusive till ATC Site / Warehouse	As specified by the Engineer	Not Applicable	Not Applicable

Warranty	Product is warranted for 12 months from date of installation or 18 months from the date of delivery whichever is earlier
Rejection	Rejections / Shortages, if any, will be repaired / replaced immediately. Similarly, the work shall be completed within specified time frame and time period specified in this Purchase order is the essence of this Purchase order. If the rectification /replacement / replenishment of rejected / shortage quantity is not done within seven days of written/e-mail communication from then ATC Telecom Infrastructure Private Limited (hereinafter referred to as "ATC") reserves the rights to get the rectification / replacement / replenish-ment done through any third party or through deployment of its own resources at the risk and cost of the vendor. The certification of such costs incurred by ATC Project / SCM Manager shall be final and binding.
Invoice Submission	Invoice for Payment should be in duplicate and must accompany by documents mentioned in Annexure IV attached.
Statutory Deduction	Statutory Deductions, wherever applicable will be applicable as per prevailing government rules.
Validity	This PO would expiry on the Expiry Date mentioned on the Header of this PO. No claims would be entertained related to the PO post expiry date
Other Details	PO for Erection of 40M tower at site in BHR circle.
Note To Supplier	

Signature
Thapar, Hemant
VHD Lead

Misra, Subhasis
SCM Lead - Odisha



Purchase Order

General Terms of Contract

- 1) **Fees:** VENDOR shall be paid fees for its services as stated in Purchase Order, which shall expressly be incorporated into and form an integral part of this PO which shall expressly be incorporated into and form an integral part of this PO at Annexure.
- 2) **Performance Bank Guarantee:** Under specific conditions, it may be necessary for ATC to make payments to VENDOR in advance for the supply of materials and rendering of services. In order to secure such advances, VENDOR shall furnish to ATC a performance bank guarantee for the total value of advance, towards the supply of materials and rendering of services. The Performance Guarantee shall be in the form as stated - "In such specific condition ATC at its sole discretion may or may not demand the PBG and only then the vendor will submit the PBG in the specified format by ATC.", issued by a bank acceptable to ATC. ATC shall be at liberty to invoke the bank guarantee at ATC's sole discretion in the event VENDOR fails to supply equipment and/or services against payment advances. ATC's decision shall with respect to the same be final and binding. The bank guarantee should be valid till completion of particular project, which will be extended by VENDOR, if required by ATC.
- 3) **Taxes:** The fees mentioned in the Purchase Order are exclusive of taxes, but inclusive of WCT wherever applicable. VENDOR shall be permitted to charge VAT, sales tax, service tax and entry tax where applicable. However, VENDOR shall satisfy ATC as to the validity of such taxes. In the event of any disagreement between the parties as to validity of such taxes, the same shall be resolved between the respective tax consultants of the parties. All payments to VENDOR shall be subject to deduction of tax (as applicable) at source. VENDOR shall ensure similar compliance by VENDOR's Representatives (as defined below).
- 4) **Standards, Approvals and Reports:**
 - a. VENDOR shall follow all directions and instructions provided by ATC from time to time regarding the discharge of VENDOR's obligations under this PO. In the absence of such directions or instructions, VENDOR shall act in such a manner as it reasonably considers being most beneficial towards ATC. VENDOR shall at all times comply with the requirements of this PO and its annexes.
 - b. VENDOR shall, from time to time, furnish to ATC reports in the format and manner as required for the services performed under this PO.
 - c. The standards specified in this PO and its annexes should not be construed as an exhaustive list of directions and/or instructions. ATC reserves the right to alter, modify and change its standards and requirements at its sole discretion, to suit ATC's business requirements, and shall notify the same to VENDOR. VENDOR agrees to abide by ATC's standards of conduct and care, as amended by ATC from time to time.
 - d. In providing the services, VENDOR shall exercise the degree of skill, diligence and prudence that is expected from a skilled, experienced and reputed VENDOR engaged in the same type of undertaking under similar circumstances and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.
 - e. VENDOR shall be solely responsible for obtaining all approvals, clearances and permissions from local municipal authorities and statutory bodies/ministries for setting up the sites and any enhancements (other than payment of the amount due to the government).
- 5) **Penalty Clause:** ATC shall be entitled to charge and deduct a penalty of 1% of the billed amount for each Week's delay beyond the stipulated period, subject to a maximum of 5% of the billed amount. The parties agree the foregoing amounts are a reasonable representation of the damages ATC would suffer as a result of any delays. ATC shall also have the option to cancel the whole or part of the PO if the deliveries or services provided for in herein are not as per the agreed upon schedule or specifications. In such event, ATC may have the work carried out by a third party. All additional costs that ATC may have to incur in connection with this paragraph shall be on VENDOR's account and will be deducted from VENDOR's outstanding payments due. ATC's decision in connection with this paragraph shall be final and binding. In addition, if VENDOR deviates from the standard or norms set by ATC for providing the equipment and/or service, ATC shall be entitled to claim such penalties as may be determined by ATC at its sole discretion. If the vendor has not made payments to the sub vendors for any services/ supplies, and such non payments adversely affect smooth operations of sites, ATC has the option to make direct payment to the sub vendors, and deduct the amount from the final bill of the vendor. If this PO contains any other instruction on penalty then the penalty instruction will supersede the above penalty clause.
- 6) **Undertakings**
The Vendor undertakes that
 - a. It shall be solely and exclusively responsible, accountable, answerable and liable for compliances of the requirements of all applicable statutory laws, rules, regulations, orders etc, including but not limited to those as mentioned in "**Schedule 1**" herein or any other law either applicable or which may be made applicable from time to time.
 - b. It shall be solely and exclusively answerable and liable with regard to any notice or adverse claim received by it or ATC from the statutory authorities with respect to any non-compliance by the Vendor of any of the applicable statutory requirements and ATC shall not be accountable and answerable for the same. ATC shall not be liable to pay any statutory dues, taxes, levies and/or third party claims & dues in relation to the services provided under this PO even if ATC has availed the services of the Vendor.
 - c. The Vendor shall provide and maintain adequate safety norms, precautions, measures and equipments for ensuring the safety and the protection of its personnel and other persons at the sites. In case of any death or bodily injury occurring to any of its personnel or other persons due to lack of safety measures provided or maintained by the Vendor, the Vendor shall assume full responsibility for same and its final settlement.
 - d. On the occurrence of any accident which results in the bodily injury of any of the personnel employed by the Vendor or other persons or which is so serious as to result in the death of any such personnel or other persons, the Vendor shall, within 24 hours of happening of such an accident, intimate in writing to ATC, including the necessary statutory authorities but not limited to the Jurisdictional Police and Labour Authorities, the facts of such accident and render all such assistance that may be required for final settlement & culmination of the matter. The Vendor undertakes and warrants to indemnify ATC and keep ATC indemnified and harmless against all such losses or damages sustained as per the Workmen's Compensation Act or any other law for the time being in force.
 - e. Vendor shall ensure that the personnel (full time/ part time) employed by it to carry out the obligations under this PO are on the pay rolls of the Vendor and have been issued requisite appointment letters appointing them as its employees/personnel. ATC shall neither be accountable nor responsible for settling any employment claims raised by such personnel/employees.
 - f. Vendor shall maintain all requisite records, registers, account books etc. which are obligatory under any applicable law in connection with the Services being rendered to ATC under this PO and shall provide such information as may be required under any law to any authority.
 - g. Vendor shall regularly file all the necessary forms, challans, returns etc and shall pay and clear all the necessary fees, costs, subscriptions, taxes, duties as maybe applicable to the relevant statutory bodies and authorities from time to time and shall not make any default in whatsoever manner.
 - h. Vendor shall provide monthly proof of submission of statutory returns and/or disbursements etc. made under any applicable law and furnish copies of same to ATC representative and shall be responsible to submit/furnish updated proofs of such submissions to ATC. Vendor agrees that in the event of failure to do the aforesaid, ATC may in its discretion hold payments till such time that the Compliances are complete in all respects.
 - i. ATC shall not be liable for any claims or damages arising out of or in relation to any breach of the above sub-clauses by the Vendor. If however, ATC suffers any damages or incurs any liability towards any statutory or municipal authority or towards any third party due to the breach of the aforementioned sub-clauses 6(a) to 6(h) by the Vendor then the Vendor shall indemnify and make good any such claims or losses to that extent. ATC shall have the right to adjust the amount of such damages/liability against any payment due to the Vendor hereunder.
 - j. The Vendor, agrees and acknowledges that it has its own independent establishment with registered code numbers for Employees' Provident Funds & Miscellaneous Provisions Act, ESI Act and is also duly registered under the Shops & Establishment Act, and carries on work by providing services to various establishments hence it is an independent entity and by this PO, it is clearly understood and agreed by the Parties that it is being made on principal to principal basis where nomenclature as "contractor" will not, in any way, be construed that the Vendor has lost or converted its entity as independent establishment. The Vendor shall independently be responsible to engage employees, manage their records, pay their wages, enroll them on its own code numbers and obtain registration and comply with the permissions of Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 alongwith the Building & Other Construction Workers' Welfare Cess Act, 1996.



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7.1) Indemnity


Vendor hereby undertakes and agrees to indemnify and keep and hold ATC, its directors, officers, employees, customers, subsidiaries, affiliates indemnified and harmless from and against any and all losses, damages, liabilities, expenses (including reasonable attorney fees), costs, claims, suits, demands, actions, causes of action, proceedings, judgments, assessments, deficiencies and charges resulting from third party claims occasioned by, arising out of or resulting from:

- a) Any misrepresentations, negligent acts or omissions or willful misconduct by the Vendor in connection with the conduct of its business or the performance of the Work under this PO.
- b) Violations or non-compliance of applicable laws, rules, procedures or any other laws, rules regulations or directions, policies, guidelines and the like in respect of performance of the Work under this PO.
- c) All liability for Employee Costs, and any costs, penalties, interest and expenses that are paid or payable by ATC as a consequence of the Vendor or any one or more persons deployed by the Vendor for performance of Work, making any claims of employment against the Vendor, or as a consequence of any non-payment of statutory dues by the Vendor to its employees, authorized representatives and the like.

7.2) To the fullest extent permitted by applicable law neither ATC nor its affiliates shall be liable for any special, indirect, consequential, or incidental damages arising out of this PO, any documents referenced in this PO, or any addenda or amendment hereto even if ATC has been advised of the possibility of such damages.

8) Confidentiality & Trademarks:

- 1) All information including but not limited to all data, documents, applications, papers, statements, slips, programs, plans and/or any business/customer information, technical, commercial, product, financial or other proprietary or confidential information (hereinafter collectively referred to as "Information") which may be provided or communicated by ATC to the Vendor in connection with this PO and/or in the course of performance and execution of the Work, duties and obligations under this PO shall be and remain the sole property of ATC and shall be of a strictly private and confidential nature and shall be treated as confidential by the Vendor.
- 2) During the term of this PO or thereafter, the Vendor shall not, except in terms of this PO, in any manner disclose the Information or any part thereof without prior written consent of ATC. All Information shall be returned forthwith by the Vendor to ATC on the earlier of (i) expiry or termination of this PO and (ii) on demand from ATC.
- 3) This PO does not constitute a trademark or service mark license. The Vendor acknowledges that:-

- (a) The trademark and trade name "ATC", the "  " and all trademarks and trade names derived from it, and the trademarks and other intellectual property rights in the Products ("Trademarks") are the exclusive property of ATC its parent or one of its affiliated companies
- (b) Vendor is not entitled, either by implication or otherwise, to any title in or use of the Trademarks.

9) **Destruction and Condemnation:** If any Works or tower, prior to completion, is destroyed or damaged in whole or part, Build Partner shall be solely responsible for repairing or rebuilding the same, including all associated costs and expenses. Furthermore, if prior to completion, the whole or any substantial part of a site at which Works are in process shall be taken by any public authority under the power vested in the said authority under the law, then the Works for such site shall be immediately terminated and neither party shall have any further liability towards each other with respect to such Works.

10) Termination:

- a) ATC shall be entitled to terminate this PO, at any time, during the term hereof, by giving one month's notice in writing to the VENDOR.
- b) On termination any ATC property in the custody of the VENDOR is to be returned immediately by VENDOR for the full and final settlement.
- c) In addition to its rights contained in Clause 4 hereof, ATC shall be entitled to terminate this agreement in the event of default/ breach on part of the VENDOR in complying with any of the terms and conditions under this agreement, forthwith ATC shall have sole discretion to decide whether the VENDOR has committed such default/breach and the decision of ATC as to default/breach on part of the VENDOR shall be final and binding.

11) **Representations and Warranties of Vendor:** Vendor warrants and represents to ATC that:

- (a) It has full power and authority to enter into this PO and perform and carry out the Work and it has the necessary infrastructure to duly perform the Work under this PO.
- (b) It shall carry out the Work and perform its obligations and duties under this PO accurately and in accordance with the instructions, specifications, procedures, standards, guidelines, timeframe, if any, as are issued from time to time, by ATC for the performance of the Work to the satisfaction of ATC.
- (c) in carrying out its responsibilities under this PO, neither the Vendor nor any of the directors, officers, employees, agents, shareholders or other representatives of the Vendor shall, directly or indirectly, pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value to any official or employee of any government, or of any agency or instrumentality of any government (including any official or employee of governmental agencies or instrumentalities or political subdivisions), or to any political party or official thereof, or to any candidate for political office, or to any official or employee of any public international organization, for the purpose of influencing any act or decision of such official or employee or otherwise promoting the business interests of the other party in any respect and the Parties shall comply with the provisions of the United States Foreign Corrupt Practices Act (FCPA) and any applicable local laws including the (Indian) Prevention of Corruption Act, 1988. The Vendor further represent, warrant and covenant that no payment, authorization, promise, or gift of the sort described in this Section has been/ will be made prior to the date of execution of this PO.
- (d) It has sought appropriate legal advice and has accordingly understood its obligations and duties set forth in Clause (c) hereinabove which obligations and duties the Vendor categorically and irrevocably agrees to adhere to.
- (e) It shall perform the Work under this PO in such manner as to not adversely affect the reputation and goodwill of ATC.
- (f) It shall maintain proper and accurate records relating to the conduct & execution of the Work, if any, under this PO during the term of this PO.
- (g) It shall in performing its obligations under this PO, comply with all applicable laws, rules regulations and government orders in the territory and will keep ATC harmless and indemnified.
- (h) It holds valid license/s, approvals and permits, required under the applicable laws, to carry on its business and execute and complete the Work under this PO and assures to keep all such license/s, approvals and permits valid and running during the currency of the PO. Vendor shall keep ATC fully and effectively indemnified against all losses, liabilities and penalties of every kind which ATC may incur as a result of or in connection with the Vendor or its personnel, subcontractors, representatives or agents failure to keep such license, permits and approvals running, valid and current during the tenure of the PO.
- (i) It is solely responsible and liable for payment of all and any contractual or statutory dues, costs and liabilities associated with employment of its employees including but not limited to salary, income tax, Central Provident Fund contributions, employees state insurance (ESIC) and workmen's compensation and shall anytime at ATC's request provide proofs of such deductions ("Employee Costs").
- (j) It shall carry out the Work in all respects diligently and skillfully and in a timely, efficient, professional and cost effective manner in accordance with and in full compliance with the PO, compliance of all applicable laws, good practice and in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as are issued from time to time, by ATC for the performance of the Work to the satisfaction of ATC.
- (k) It has duly inspected and verified the availability, adequacy and functionality of any and all documentation, Work descriptions, materials, equipment, facilities, transportation, personnel and all other matters necessary for the due and timely execution of the Work and accepts responsibility of and assumes the risk for all such matters.
- (l) It shall comply with the requirements of PO in all respects and ensure that all quality test results, records, and other documents required by ATC are as per the specifications of ATC.
- (m) The Vendor hereby undertakes and represents to the best of his knowledge that he has no direct or indirect private interest, present or potential, which is or may become incompatible with Vendor's services in respect of transaction being contemplated under this Agreement. The Vendor shall refrain from indulging in such activities on behalf of Company/ATC which can be interpreted as creating a conflict of interest for the Vendor. In the event of any such non-disclosure, the Company shall have the right to terminate the Agreement and also bar or blacklist the vendor from any future relationships. The requested disclosure shall be a continuing obligation on part of the vendor and shall be promptly supplemented for accuracy throughout the term of the Agreement.



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12) Governing Law & Dispute Resolution:

- 12.1 This PO will be governed by the laws of India.
- 12.2 In the event that any dispute arises between the Parties in connection with this PO, the Parties shall use their best efforts to settle any disputes arising in connection with the execution of this PO amicably through negotiations, failing which the dispute shall be finally settled in accordance with this clause 12.3 below.
- 12.3 Except where otherwise provided in the PO all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter
- 12.3.1 If the Vendor considers that it is entitled to any extra payment or compensation in respect of the Works over and above the amounts admitted as payable by ATC or in case the Vendor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the PO, the Vendor shall forthwith give notice in writing of his claim, in this behalf to the Circle Head within 30 days from the date of disallowance thereof for which the Vendor claims such additional payment or compensation or disputes the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Vendor shall not be entitled to raise any claim nor shall ATC be in any way liable in respect of any claim by the Vendor unless notice of such claim has been given by the Vendor to the Circle Head in the manner and within the time as aforesaid. Vendor shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the Circle Head in writing in the manner and within the time aforesaid.
- 12.3.2 The Circle Head shall give his decision in writing on the claims notified by the Vendor within 10 days of the receipt of the notice thereof. If Vendor is not satisfied with the decision of the Circle Head, the Vendor may within 15 days of the receipt of the decision of the Circle Head submit his claims to the Projects for resolution along with all details and copies of correspondence exchanged between him and the Circle Head.
- 12.3.3 If there is no resolution of the disputes as above, Vendor shall, within a period of 30 days thereof shall give a notice, to the Chief Operating Officer, ATC who will suitably respond to the notice within 7 days. If Vendor is unsatisfied with the response, then the same shall be settled in arbitration as provided in Clause 12.4 hereunder.
- 12.4 If any matter arising has not been resolved by the Parties as above then

- 12.4.1 The matter shall be submitted by either Party to Arbitration. Arbitration proceedings shall be held in New Delhi, India in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.
- 12.4.2 Each Party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English Language. The courts at New Delhi alone shall have the jurisdiction to try and entertain the dispute arising out of or in relation to the arbitration proceedings. The arbitration award shall be final and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court having jurisdiction.
- 12.4.3 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 Parties unless the award otherwise provides.

- 13) **Compliance with Laws:** Vendor will comply with this PO (and its annexes) and all applicable present and future laws, statutes, ordinances, permits, rules, regulations and orders, including without limitation, those relating to the regulation or protection of occupational health, public health and the environment. VENDOR agrees to indemnify and hold ATC harmless from any and all liability that may be suffered by ATC as a consequence of VENDOR's failure to comply with this undertaking. VENDOR will comply with all relevant safety rules as ATC advises VENDOR of. ATC may suspend this PO if VENDOR fails to comply with VENDOR's obligations hereunder. VENDOR's indemnity obligation will survive the expiration or earlier termination of this PO.

14) Vendor Code of Conduct:

- a. ATC believes that its Vendors, suppliers and business partners follow the highest standards of conduct and dealings while dealing with their employees, business partners, suppliers, Vendors, government & regulatory authorities and general public ("**Code of Conduct**").
- b. The Vendor hereby undertakes to execute and return a Vendor code of conduct, attached hereto as **Schedule 2** in confirmation and compliance of its adherence to the prescribed code.
- c. The Vendor represents that it shall strictly adhere to the provisions of the aforesaid Code of Conduct and shall at all time ensure its compliance in carrying out its obligations hereunder.
- d. The Vendor further undertakes and represents that it shall transmit, convey the provisions and requirement of the Code of Conduct to each of its employees, Vendors, suppliers and sub-contractors.
- e. ATC shall have the right to terminate this PO forthwith without notice in the event the Vendor fails and or neglects to comply with the Code of Conduct.

15) Compliance with Labor Laws:

- 1) The Vendor agree and undertakes to comply with all laws relating to labor, including but not limited to, the Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Company Act, 1948, Employees' Provident Funds And (Misc Provisions) Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976, Maternity Benefit Act, 1961, Labour Welfare Fund Laws, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Shops and Establishment Act and Inter-State migrant workmen (Regulation of Employment) and (Conditions of Service) Act, 1979 and Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 alongwith the Building & Other Construction Workers' Welfare Cess Act, 1996 and shall produce before ATC copies of all records and returns filed in this regard at monthly intervals.
- 2) Vendor agrees and undertakes that it shall:
 - i. Issue letter of employment for each of Vendor's personnel that are deployed in connection with ATC's work stating that such personnel are in Vendor's employment. ATC shall not be liable for any costs related with their employment nor shall entertain any claims w.r.t same in any manner whatsoever. at all times ensure that such of its personnel are paid fair wages and in any case should not be less than the minimum wage as required by the State Government.
 - ii. ATC shall have privity of contract only with Vendor. Personnel deputed or deployed for rendering services in connection with this PO shall for all intents and purposes and at all times be and remain Vendor's employees. Vendor shall decide the number of personnel to be engaged by him for the execution of the work under this PO and Vendor shall direct & provide supervision to its employees in the manner in which the work should be carried out without any inference or intervention whatsoever from ATC. Vendor shall be fully responsible for maintaining discipline and good behavior over its personnel and be ultimately responsible for their conduct.
 - iii. VENDOR shall be liable for the compliance and implementation of all statutory provisions and requirements of all labor laws, as applicable. VENDOR shall maintain required Muster-roll and other registers and information pertaining to its personnel as required under applicable law and make the information available as and when requested by ATC or any statutory authority.
 - iv. In the event VENDOR does not pay (or underpays) salary, wages and/or any benefits to its employees as agreed with them or as prescribed under applicable law, ATC shall have the right (but not the obligation) to deduct the same from any payment due to Vendor and pay the same to such Vendor employees. Further, in case any such liability is incurred by ATC for non-compliance by Vendor of it's obligations under applicable law and the applicable authorities recover any monies on account of wages, salaries, or statutory dues of any nature from ATC as the principal employer, then in such an event ATC shall have the right to deduct the same from any payment due to Vendor and the Vendor agrees and acknowledges the same.
 - v. In the case of any death or bodily injury of any of VENDOR's representatives in the course of providing services or equipment under this PO, ATC shall not be liable to pay to VENDOR or VENDOR's representatives any monetary compensation or otherwise with respect to such death or bodily injury. Vendor acknowledges and agrees herein that he shall be liable to pay any such compensation as may be required in such an eventuality.
 - vi. VENDOR agrees to indemnify ATC for the payment of all statutory dues, employee benefits, salary and wages and any losses/damages that ATC may incur by any negligent or intentional act of VENDOR or VENDOR's representatives. This indemnity obligation shall survive the expiration or earlier termination of this PO.

- 16) **Survivability:** The following clauses 2 ("Performance Bank Guarantee"), 7.1 ("Indemnity"), 12 ("Governing Law"), 13 ("Dispute Resolution"), 14 ("Compliance with Laws") and 16 ("Compliance with Labor Laws") shall survive the expiration or earlier termination of this PO. Section 8 ("Confidentiality") shall survive the expiration or earlier termination of this PO for a period of two (2) years from such expiration or termination date.

17) Relationship:



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17.1 Independent Contractor

The relationship between ATC and the Vendor is that of principal and independent contractor. Nothing in this PO shall be taken as constituting the Vendor as a representative or agent of ATC or provide any right or entitlement to the Vendor to enter into or conclude any contract or commitments in the name or on behalf of ATC or otherwise legally bind or obligate ATC in any manner whatsoever and no act of the Vendor (or its employees, contractors or other representatives) shall be deemed or assumed to have prior knowledge or consent of ATC. The Parties undertake that none of their respective employees and staff shall be construed in any manner, either expressly or by implication, as the employees or agents of the other Party and the other Party shall not be liable in any manner whatsoever for any claims, demands and the like made by them. ATC shall not be responsible for any actions, misdemeanors, or other acts of felony of the Vendor (or its employees, contractors or other representatives) under any law applicable to either ATC or to the Vendor.

17.2 Mutual Acknowledgements

ATC and Vendor acknowledge that neither the Vendor nor its employees, agents or representatives:

- (a) Is the legal representative, agent, joint venture Partner of the other for any purposes; and
- (b) Neither of them has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether express or implied, on behalf of the other or to bind the other in any respect or otherwise act in their name or under their authority.

18) Insurance:

- 1) Vendor shall at all times maintain in force, and upon ATC's request furnish proofs of such insurance certificates confirming, insurance policy and coverage, its validity including but not limited to general liability, professional services indemnity and employee liability insurance policy and coverage, in reasonable coverage amounts specified by ATC from a reputed insurance company to cover any and all obligations, undertakings, guarantees, warranties and indemnities attributable to Vendor pursuant to the PO or otherwise, in relation to any performance of the Work.
- 2) Vendor shall also provide insurance cover for its personnel to cover the risk of accident / death and payment of compensation under Workmen Compensation Act at his cost/expense and provide a copy of the insurance to ATC for their information whenever required. The Vendor shall furnish all the requisite information from time to time to ATC which may be required in connection with the contract for fulfillment of statutory requirement under any Act or Rule in force. The safety of Vendor's personnel shall be ensured by Vendor respectively by use of appropriate safety measures for complying with all laws, rules and regulations in force from time to time as applicable in connection with the performance of this PO.

19) GENERAL:

19.1 Representatives

The representatives of the Parties in respect of all matters relating to the execution of Work under this PO are as mentioned above. Vendor's representative shall directly supervise, control and be primarily responsible for performance of the Work, including all day to day matters.

For ATC: ATC Telecom Infrastructure Private Limited

Kind Attn: Mr. Vikas Lakhanpal
General Manager – Purchase
Mr. Rajiv Dogra
AVP – SCM Operations

Office Address: Skyline Icon,404, 4th floor, Marol Naka, Andheri East, Mumbai 400059

Telephone: 91+ 22-4008-2700
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19.2 Entire PO

This PO (i) constitutes the entire PO/understanding between the Parties, and (ii) supersedes all prior and contemporaneous PO's or communications, with respect to its subject matter.

19.3 Waiver

No waiver of any breach of any provision of this PO shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this PO. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

19.4 Severance

If any provision of this PO is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect.

19.5 Costs

In any suit or action to enforce any right or remedy under this PO or to interpret any provision of this PO, the prevailing Party will be entitled to recover its costs, including reasonable attorneys' fees

19.6 Variations

Except as expressly provided for in this PO, no variation or amendment of this PO shall be effective unless it is in writing and signed by a duly authorized representative of each Party.

19.7 Force Majeure

- a. Neither ATC nor the Vendor shall be responsible to the other for delays or failures in performance resulting from such Force Majeure acts beyond its control, but each shall use its best endeavors to minimize such delays.
- b. Force Majeure shall mean flood, fire, earthquake, tempest war, terrorism, natural calamity's and any other such comparable events not directly or indirectly caused by the affected Party.
- c. Where a Party's ability to meet its obligations under this PO is adversely affected by an act beyond its control, it must immediately notify the other Party of that circumstance, and must provide its best estimate of the extent and duration of such adverse affect.

19.8 Assignment & Subcontracting

- a. This PO shall not be assigned or transferred by the Vendor, whether in full or in part, without the prior written consent of ATC. ATC however shall have the right to assign its rights under this PO to any person, subsidiary, affiliate or group company at any time by notifying the Vendor in this regard.
- b. The Vendor shall not without the prior written approval of ATC (which shall not be unreasonably withheld), subcontract any of the Work under the PO. Notwithstanding such subcontracting the Vendor shall at all times remain fully liable for the performance of any of the subcontractors or other third parties as for its own performance.

19.9 Notices:

- a. All notices referred to in this PO shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent either by registered post A.D. or fax or courier to the Party at its address shown above:
- b. Either Party may from time to time designate by written notice to the other Party a substitute address which it desires to be used for service. Service of any notices may also be made personally.

19.10 Modifications

This PO including any service order shall not be modified except with the written consent of both the Parties hereto.

For –
ATC Telecom Infrastructure Private Limited



Purchase Order

By: _____
Name: Vikas Lakhanpal
Designation: General Manager – Purchase

By: _____
Name: Rajiv Dogra
Designation: AVP – SCM Operations

Thapar, Hemant
VHD Lead

Misra, Subhasis
SCM Lead - Odisha



Purchase Order

Schedule 1

STATUTORY/LLEGAL COMPLIANCES UNDER VARIOUS ACTS & STATUTES

1. Shops and Establishment Act

- Fresh Application and Renewal of Registration Certificate of Establishment at each Location.
- Maintenance of Records.
- Display and Submission of Notices and abstract of the Act.
- Applying and processing for the permission to maintain the Records in Soft Copies pertaining to Salaries, Muster Rolls, Leave Records etc. in respect of Employees.

2. Under Contract Labour Act, 1970

- Registration of Establishment Centrally for all the Location in India.
- Maintenance of Registers as per Contract Labour Act, 1970 and Central Rules, 1971.
- Display and submission of Notices and Abstract of the Act.
- Preparation and filing of Returns under all the Labour Laws whichever applicable.
- Quarterly Audit of the Records and compliances made by the Contractors in respect of the Employees employed by them for ATC under the following Act: -
 - a. Contract Labour Act, 1970
 - b. Employees Provident Fund Act, 1952
 - c. Employees State Insurance Corporation Act, 1948
 - d. Maharashtra State Professional Tax Act
 - e. Minimum Wages Act, 1948
 - f. Equal Remuneration Act, 1976
 - g. Payment of Wages Act,
 - h. Labour Welfare Fund Act
 - i. Inter State Migrant Workmen's Act
 - j. Employment Exchange (Compulsory Notification of Vacancies) Act, 1959
 - k. Payment of Gratuity Act, 1952
 - l. Maternity Benefit Act, 1961
 - m. Industrial Dispute Act, 1947
 - n. Payment of Bonus Act, 1965
 - o. Workmen Compensation Act, 1923

3. EMPLOYEE PROVIDENT FUND ACT, 1952

- Checking the Deduction of Provident Fund Contribution of each employee on the basis of the Salary forwarded by the Company on Monthly Basis.
- Tabulating Monthly Challans as per the Calculations.
- Preparation of Monthly and Annual returns as per the provisions of EPF and Misc Act, 1952.
- Attending Inspections held by the Authorities.
- Drafting Reply and making Correspondence to all the Letters/ Notices issued by the Department.
- Co-ordination with the PF department in regards to reconciliation of Accounts pertaining to P.F remitted.
- Preparation and filing of Withdrawals, Pension and Transfer Forms.

4. ESIC ACT, 1948

- Filing of ESIC declaration forms in respect of employees at Local Offices;
- Checking the Deduction of ESIC Contribution of each employee on the basis of the Salary details provided by the Company on Monthly Basis.
- Tabulating Monthly Challans as per the Calculations.
- Preparation and Filing of Half yearly Returns.
- Attending Inspections held by the Authorities.
- Drafting reply and making Correspondence to all the Letters/Notices issued by the Department.
- Guiding the Employees in regards to any benefit to be availed under the Scheme.

5. PROFESSIONAL TAX ACT

- Checking the deduction of P. Tax contribution of each employee on the basis of the Salary details provided by the Company on Monthly Basis.
- Tabulating Monthly Challans as per the Calculations.
- Attending Inspections held by the Authorities.
- Drafting reply and making Correspondence to all the Letters/Notices issued by the Department.

6. LABOUR WELFARE FUND ACT

- Intimating for deduction of LWF.
- Calculation and filing of half yearly return.
- Drafting reply and making Correspondence to all the Letters/Notices issued by the Department.

7. BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE CESS ACT,1996 ("BOCW")

- Vendor to obtain appropriate registration(s) under BOCW Act.
- Vendor shall pay cess at such rates as have been prescribed under relevant section under BOCW and provide proof of such payments being made, to ATC. In the event the Vendor fails to make such payments as required, the Vendor agrees that ATC shall be entitled to deduct/recover the same from the invoice of Vendor.

8. MISCELLANEOUS

- Attending Inspections held by the Officer's concern appointed by the different Authority under Various Labour Laws applicable and resolving the queries raised by them.
- Drafting reply to the Inspection Report issued by the Inspecting Officer at the time of his visit.
- Coordinating with Advocates appointed by ATC in any Contract Labour or related matters.
- For providing the above services we would arrange for a dedicated resource.
- Submitting to ATC, an Audit Report on compilations of statutory requirements done by the Contractors and shortcomings observed Guidelines and Counselling to the ATC vendors for obtaining License under Contract Labour Act, 1970.
- Guidelines and Counselling to ATC vendors for maintaining Records as per Labour Laws Applicable to them



Purchase Order

Schedule 2 CODE OF CONDUCT

ATC Telecom Infrastructure Private Limited (ATC TIPL) herein all referred to as "ATC", are a wholly owned subsidiary of American Tower Corporation, USA (ATC, US). It is the stated intent and policy of ATC to comply with all applicable Indian and US laws and regulations governing its business operations and its interactions with Service Providers, suppliers, contractors and government officials.

ATC requires all Service Providers and their directors, employees, agents, suppliers and subcontractors (collectively Service Providers' representatives) conduct themselves at all times with integrity and in full compliance with this Code of Conduct and applicable laws, rules and regulations that govern their business activities. All ATC Service Providers will be required to educate and, when appropriate, train their representatives to ensure they understand and comply with this Code of Conduct.

The principles of Code of Conduct summarized below are not all-inclusive, and there may be other conduct not specifically listed that may be considered unacceptable for a Service Provider and, or, its representatives.

The term Service Provider used herein shall mean and include its employees, agents, and subcontractors.

Listed below are ATC's Code of Conduct principles:

1. Corruption & Prohibited Business Practices –

1.1 Foreign Corrupt Practices Act (FCPA)

(a) The Service Provider hereby conforms that it has read, understood and been made aware of the ATC policy on FCPA, and hereby agrees to comply with this policy at all times.

(b) The Service Provider represents, warrants and covenants to ATC that neither the Service Provider nor any of the directors, officers, employees, agents, shareholders or other representatives of the Service Provider shall, directly or indirectly, pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value to any official or employee of any government, or of any agency or instrumentality of any government (including any official or employee of governmental agencies or instrumentalities or political subdivisions), or to any political party or official thereof, or to any candidate for political office, or to any official or employee of any public international organization, for the purpose of influencing any act or decision of such official or employee or otherwise promoting the business interests of the other party in any respect and the Parties shall comply with the provisions of the FCPA and any applicable local laws including the (Indian) Prevention of Corruption Act, 1988. The Service Provider further represent, warrant and covenant that no payment, authorization, promise, or gift of the sort described in this Section has been/ will be made prior to the date of execution of this Agreement.

(c) Gifts, Hospitality and Expenses (Business Courtesies) – Government Employees

The Service Provider shall not make or offer to make, and/ or have reason to believe that any of its director, officer, employee, or third party or its director, officer, employee, engaged by it has or have made or has offered to make, directly or indirectly any payment, gift, or donation, hospitality and/or entertainment to any employee or official of the government or regulatory authority or state owned enterprises in contravention of the respective rules and regulations including code of conduct rules applicable to such employees /officials.

(d) The Service Provider shall comply with applicable laws and regulations concerning bribery, corruption, fraud and any other prohibited business practices. The Service Provider shall not offer, promise or give any undue advantage, favour or incentive to any public official, international organization or any other third party. This shall apply regardless of whether the undue advantage is offered directly or through an intermediary.

1.2(a). Gifts, Hospitality and Expenses (Business Courtesies) – ATC employees

The Service Provider shall not, directly or indirectly, offer gifts to ATC employees or representatives or anyone closely related to these, unless the gift is given on festive occasions such as Diwali, Ed, Christmas and is of modest value (not exceeding Rs. 500). Travel & Hotel expenses for the individual representing ATC shall be paid by ATC. Service Provider shall not extend any hospitality, or bear any expenses or offer any gifts to any ATC employee /representative.

2. Health and Safety

The Service Provider shall secure that its workers are provided with a healthy and safe working environment in accordance with recognized standards.

The Service Provider shall do its utmost to control hazards and take necessary precautionary measures against accidents and occupational diseases. The Service Provider shall ensure compliance with the provisions of Building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1976. Whenever necessary the workers are to be provided with, and instructed to use, appropriate personal protective equipment, and are adequately & regularly trained to ensure that they are adequately educated on health and safety issues.

3. Environment

The Service Provider shall act in accordance with relevant local and internationally recognized environmental laws.

4. Labour Standards

(a) Compliance with Labor Laws

The Service Provider agree and undertakes to comply with all laws relating to labor, including but not limited to, the Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Company Act, 1948, Employees' Provident Funds And (Misc Provisions) Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976, Maternity Benefit Act, 1961, Labour Welfare Fund Laws, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Shops and Establishment Act and Inter-State migrant workmen (Regulation of Employment) and (Conditions of service) Act, 1979 and shall produce before ATC copies of all records and returns filed in this regard at monthly intervals.

(b) Child Labour

The Service Provider shall not directly or indirectly use or employ child Labour. 'Child' here shall mean anyone under 14 years of age.If any child is found working in the direct or indirect employment of the Service Provider, it shall immediately discontinue such employment and take steps to redress the situation in accordance with the best interest of the child. As regards children falling within the age group of 14-18 years, the Service Provider shall comply with all applicable laws including provisions of the Factories Act, 1948; Child Labour (Prohibition and Regulation) Act, 1986.

The Service Provider shall secure that persons with in the age group of 14-18 do not perform any hazardous work. 'Hazardous work' means any work which exposes children to physical, psychological or sexual abuse; work underground, under water, at dangerous heights, in confined spaces; work with dangerous machinery, equipment and tools, or which involves the handling or transport of heavy loads; exposure to hazardous substances, agents or processes, temperatures, noise levels or vibrations; particularly difficult conditions such as work for long hours or at night or where child is unreasonably confined to premises of the supplier.

(c) Bonded Labour

The Service Provider shall not use bonded or compulsory Labour and shall ensure that the work relationship between the worker and the Service Provider is freely chosen and free from any threats whatsoever.

(d) Non discrimination

The Service Provider shall prohibit direct or indirect negative discrimination based on race, color, sex, sexual orientation, language, religion or political or other opinion, national or social origin, property, birth or other status and shall promote equality of opportunity or treatment in employment and occupation.

The Service Provider shall prohibit and refuse to tolerate, and not confer upon its workers, any unacceptable or degrading treatment, including mental cruelty, sexual harassment or discrimination of gestures, language or physical contact, that is sexual, coercive, threatening, abusive or exploitative.

(e) Sexual Harassment

The Service Provider shall ensure that all its women employees are given full protection from sexual harassment as per guidelines laid down by the Supreme Court of India.

5. Acting in Concert

The Service Provider shall under no circumstances act in a manner detrimental to ATC's interest / its business. The Service Provider shall also not act in concert with other Service Providers, suppliers, third parties in detriment to ATC's business or interest or in violation of any law.

6. Mirroring of Contractual Requirements towards sub-suppliers

The Service Provider shall contractually secure that its own suppliers', sub-supplier's, business partners and other third parties directly or indirectly used by the Service Provider in the provisioning of services to accept and adhere to the requirements as set out herein.

7. Human Rights

The Service Provider shall respect internationally proclaimed human rights and shall avoid being complicit in human rights abuses of any kind. The Service Provider shall respect personal dignity, privacy and rights of each individual. The undersigned Service Provider hereby certifies that he/she/they have/has read and understands, and agrees to comply with the Service Provider Code of Conduct at all times as stated hereinabove.



Purchase Order

Schedule 3

Vendor contract agreement addendum on Environment, Health and Safety

A. EHS guiding principles for Project Vendors, Dismantling Vendor (Work In Progress-WIP)

- Register to be maintained (Supplier name, name of employee / Worker, age, Date, working time From-to, etc.)
- Copy of Contractor license must be obtained (possibly available at site),
- Issue of Work Permit for the WIP sites for High Height during tower erection & Hot Work during welding jobs before the work start after checking the adequate measures.
- No child labour is employed at any stage of the project.
- While Excavation having unsafe conditions, provide caution tape and ensure sufficient protection to prevent caving-in of the excavation site
- In the absence of national, state, or local laws or more stringent industry standards, the following shall apply to all excavations or trenches greater than 1.5 meters (5 feet) deep into which workers will enter shall:
 - Ø The trench or excavation must be shored, sloped, braced, or otherwise supported to prevent cave-ins, unless the excavation is in stable rock.
 - Ø Ladders must be placed no more than 8 meters (25 feet) apart, for immediate egress.
 - Ø Tools, machines, or excavated material must be placed no closer than 60 centimeter's (2 feet) from the edge.
 - Ø Adequate ventilation must be ensured when operating equipment with internal combustion engines.
 - Ø Appropriate warning signs, barricades, and other perimeter guarding shall be used to prevent workers and members of the public from falling into the excavation.
 - Ø If, during excavation, unknown materials are unearthed, Subcontractor must stop the work immediately, determine the nature of the materials, and take the appropriate measures to protect human health and the environment before proceeding.
- Adequate Edge protection & barricading should be done for RTT site
- Personal Protective Equipment's viz. Safety Shoes, Helmet with chin strap, Safety belt, Safety net etc. are used while project execution (The Safety Belts / Full Body Harness should be 1st of all CE marked (Manufacturer Certificate / Test Certificate / Product marking, it should be tested as per Indian Standard IS 3521 by CLI - Central Labour institute or British Standard EN 361 for breaking strength 2100 Kg)
- Ensure no damaged safety equipment's and damaged PPEs used at site
- Drinking water container & safe drinking water should be available
- Adequate signage to be put (No Smoking, Skull bone signage on DG & on PIU etc.)
- Other necessary equipment's for project execution e.g. Pulley used for lifting material during tower construction should have defined capacity and safety certificate (ISI mark is minimum, to be available at site during execution of lifting activity), safety certificate for Hydra or cranes used for lifting.
- Avoid working with aerial lift devices, cranes, and other equipment that is operating near overhead electrical lines, when an avoidable adequate precaution to be taken
- Should ensure in case of welding jobs, the machine should be in sound condition and properly earthed. (Welding to be carried out by qualified welder only)
- Emergency Lamp, Fire Extinguishers, Smoke detectors etc. to be installed and should be in working condition.
- Adequate work space & support to be provided for workers while performing project activities & while operation & maintenance (e.g. adequate space around DG for commissioning & preventive maintenance)
- For planned activities (Tower Erection, Upgradation, Dismantling) involving work above 2 mtr., issuing HIGH HEIGHT WORK PERMIT and use of SAFETY BELT (full body harness) is mandatory. As a part of process filled Work Permit has to be submitted by process / project owner for any such activities. "DO NOT ALLOW TO CLIMB TOWER WITHOUT SAFETY BELT" in any case. (Payment to Vendor will be subjected to Submission of Work Permit along with Invoice)
- " DO NOT ALLOW TO CLIMB TOWER DURING NIGHT TIME" for Erection, Maintenance, Dismantling and/ or any other miscellaneous purpose, unless there is a special written permission and adequate Lighting provision, safety provision for working at Night provided. It must intimate building / land owner and his security that without his permission no one should be allowed.
- When using ladders, the following practices shall be followed:
 - Ø All ladders shall be inspected and shall be in good condition prior to each use;
 - Ø Ladders must be nonconductive (wood, or fiberglass with a plastic top) if being used where the person on the ladder or the ladder could come in contact with energized parts of equipment, fixtures or circuit conductors;
 - Ø Stepladders shall be used only in the fully opened, locked position;
 - Ø All ladder feet shall be positioned on secure, even surfaces; and feet should not sleep away
 - Ø All employees that use ladders shall be instructed in the proper use of ladders.

The vendor shall take all reasonable actions to comply with applicable legal requirements related to Environment, Health Safety & Social Aspects & prevent personal injuries and environmental incidents associated with the work to be performed.

Given guidelines do not supersede any other requirements as per applicable national or local law and/or regulation but is intended to enhance and complement them.

B. EHS guiding principles for O & M Services Vendors

The agency working on behalf of ATC TIPL shall meet the Environment, Health and Safety ("EHS") EHS guiding principles when conducting work under contract for O & M Services EHS guidelines to be adhered for all O & M Services which primarily includes Routine checking & maintenance of all Passive infrastructure assets viz., **DG Sets, Air Conditioners, Servo Stabilizers, PIU, Shelter, Earthing system including chambers, utility power connection, Fuse boxes, Meter boxes, Power Plant, Battery banks, Aviation lamps and cable, lightning arrester, all power cables and wires, ACDB, MCBs, electrical installations, Fire alarm system and sensors, all civil foundations, gate, compound wall housekeeping in and around the shelter, DG Sets, fuel economizers, fuel cells, invertors etc.**(the list is indicative and not restricted to this), as per periodic schedule.

The service vendor shall take all reasonable actions to comply with applicable legal requirements related to Environment, Health Safety & Social Aspects & prevent personal injuries and environmental incidents associated with the work to be performed.

Service vendor to ensure adherence to safety for visitors and proper PPE and permits for OPCO's vendors.

Following guidelines do not supersede any other requirements as per applicable national or local law and/or regulation but is intended to enhance and complement them.

Power Management

- Allow only Competent person to carry out maintenance work.
- Used Oil generated from service / maintenance of DG should be taken back by the Service Vendor whatever may be the quantity for disposal to Authorized Recycler (For this Vendor need to carry required capacity of container to carry the used oil)
- Personal working at tower sites must be using required Personal Protective Equipment's (PPE's) based on nature of job (For noisy area use adequate Ear plug)
- Don't store diesel inside the shelter.
- Clean oil spillage if any, keep ready spill kit (Tray, Clothes etc.) before fueling the DG.
- Acoustic Enclosure door of DG should not be kept open at any point during operation
- Waste Oil Filters generated should be taken back by vendor for suitable disposal.
- DG Stack should be in proper condition, not broken, insulation of stack strengthened when required etc.
- Removal of faulty spares replaced to be taken back by vendor
- Don't horseplay with any installed equipment's and instrument.
- Don't horseplay with fire extinguisher.
- Don't horseplay with electrical items.



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- Insulate properly all cable & electrical joints.
- Maintain good condition of electrical earth pit.
- Always use plug top for electrical power connection.
- Waste Batteries should not store in open area, intimation to be given to WQ representative (Cluster Head) for Replaced battery disposal
- Don't keep loose and hanging wire.
- Don't touch any electrical wires / appliances with wet hands.
- Operate the disconnect switch, circuit breaker, valve or other energy isolating device to isolate (disconnect) the machine or equipment from its energy source
- Apply assigned lockout and tag out devices to the energy isolating device, use of "DO NOT OPERATE" signage
- Electrically insulated tools, fire retardant clothing, or insulating matting may be required, depending on the job requirements.
- Service vendor employees shall exercise extreme caution when working with aerial lift devices, cranes, and other equipment that is operating near overhead electrical lines
- A minimum distance of 4.5 meters or 15 feet from electrical utility overhead power lines and un-insulated, exposed and energized parts (e.g., transformers and capacitors) shall be maintained always

Air Conditioning System

- Ensure that Maintenance will be done by only authorized dealer or trained professional.
- Use torque wrenches when tightening the flare nuts of refrigerant pipe to prevent damage to the flare nuts and escaping gas.
- Apply refrigeration machine oil on both inner and outer surface of flare during installation.
- Do not place any substance other than the specified refrigerant into the refrigeration cycle.
- Before charging gas confirm the undercharged condition and allow only authorized person to charge the gas.
- If the system is undercharged due to leak, the problem need to be rectified and the system evacuated with vacuum pump before recharging. Using soapy water check gas leakage.
- Identify the suction side service valve for charging and removing refrigerant.
- Keep the can of refrigerant in an upright position while adding refrigerant.
- Run the system for a while before adding the refrigerant
- Add the refrigerant in small amounts & then let the system "settle down".
- Make sure that the valve on the can of refrigerant is firmly closed after adding refrigerant
- When the charge in the system is done remove the Charging Hose and replace the valve cap
- Ensure that person have hand gloves, eye & skin protection before starting the work.

C. Common for all vendors Emergency Management

On any ATC TIPL Tower sites, the Service Vendor shall become familiar with and follow the appropriate local emergency response plan and notification procedures.

D. Emergency Notification:

The Service Vendor shall notify the applicable ATC TIPL representative as soon as reasonably possible after personal injuries, fatalities, environmental incidents, or regulatory inspections, but only after the appropriate response actions, commensurate with the emergency, have been taken so that such notification does not, in any way, delay the emergency response time.

E. Pre-Job Risk Assessment:

Prior to commencing Services, the Service Vendor shall conduct, with all involved parties, a pre-job risk assessment of the operations, facilities, and equipment applicable for the work to be performed. The Service Vendor must promptly notify the applicable ATC TIPL representative of any defect, unsafe, unhealthful, or environmentally unsound condition that prevents or may prevent the proper performance of the Service Vendor following the pre-job risk assessment.

F. Emergency management guidelines

- Don't use damage personal protective equipment.
- Don't remove any warning signage
- Don't horseplay with fire extinguisher
- Use CO2 extinguishers in case of fire in electrical panel if you are trained to operate
- Immediately switch off the power supply in case of electrical fire.
- Maintain first aid box in good condition.
- Always keep watch on alarm and signal system
- Inform supervisor or cluster head about any incident or emergency (Keep their numbers handy)
- Take appropriate action for correction and assistance (if required)
- Identify the root cause of incident and take corrective action and suggest preventive action.
- Fire Alarm system are connected & in working condition
- Fire extinguishers are maintained to keep in usable form in case of emergency
- Maintain required Temperature of the shelter & equipment's

G. Waste Management at Site

- Collect the generated waste at proper place / containers with proper means to avoid any spillage.
- Hand over the waste to the respective vendor.
- Ensure no spillage during transfer of waste.
- Ensure availability of container at proper location, Food waste should be covered with a lid and kept in a safe place.
- Ensure no mixing of different types of wastes.
- In case of mixing of wastes & any deviation from operation immediately rectify & retraining of vendor required.
- Regular inspect the centrally placed dustbin area and removed filled dustbin to avoid spillage
- The Service Vendor shall ensure that their employees & Subcontractor's employees if any, receive appropriate training and instructions (including ergonomic training) and are both competent and able to perform the work in a safe and environmentally acceptable manner.
- Service Vendor & subcontractor shall provide acceptable proof of qualifications, safety training or certifications for all such employees to ATC TIPL upon request.
- Vendor performance will be checked while any kind of maintenance is carried out by O & M vendors, which is also part of O & M services contractual requirements

H. Road Safety



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ATC TIPL Employees & person involved in performing any task on behalf of ATC TIPL should strictly follow "Safe Driving Practices" through

- Compulsorily wearing of helmets when riding two wheelers
- Compulsorily wearing of Seat belts when riding four wheelers
- Compulsory carrying a valid driving license while driving.
- Drive safely by obeying the traffic rules and safety norms, never over speed, start on time.
- Ensure upkeep of the vehicle by proper & periodic servicing, do not neglect any malfunctioning.

ABSOLUTE SAFETY RULES (8 ASR)



All occupants to wear seat belt while driving 4 W
कार चलाने समय हमेशा सीटबेल्ट पहने



Never exceed speed limits
गति सीमा का हमेशा पालन करे



Always wear a helmet while riding 2 W and ensure that the pillion rider also wears helmet
बाइक चलाने समय हमेशा हेलमेट का प्रयोग करे और पीछे बैठे व्यक्ति को भी हेलमेट पहनाये



Never use your mobile phones while driving
गाड़ी चलाने समय मोबाइल का उपयोग कभी ना करे



Never drive under the influence of alcohol or illegal drugs.
शराब पिके या नैर का नुली नशा कर के गाड़ी न चलाये



Electrical problems should only be fixed by qualified persons, adequate electrical isolation must be ensured
विद्युत की समस्याएं सक्षम विद्युत्कार से ही ठीक कराये, पर्याप्त बिजली अलगव सुनिश्चित किया जाना चाहिए



Always use suitable PPE & attach safety harnesses while working at height
ऊंचाई पर काम करते हुए हमेशा उपयुक्त PPE का उपयोग करे और सुरक्षा हार्नेस को सही जगह लगाये



Do not enter to any restricted areas / do not undertake unauthorised activities
किसी भी प्रतिबंधित क्षेत्रों में प्रवेश न करे / अनधिकृत गतिविधियों को शुरू न करे

I. Vendor need to do:

- Vendor should sign as acknowledgement for compliance & submit the attached H&S code of conduct.
- There should also be Governance review to held regularly (Monthly for the OME & Quarterly for others) as per sample template as attached and MoM (Minutes of meeting) of same should accompany with the bills.
- Only Trained staff (working at Height, Electrical works etc.) to be allowed for working (as mentioned in EHS-PTW)
- Vendor need to ensure PPE compliance per Annexure 2 based on the work requirement.
- Vendor need to have all the ESIC and PF updated documents available with all the Labour related compliances.

J. Penalty Clause:

A	Non-adherence to ATC Environmental Health & safety practices /Customer EHS policies as per ATC Safety Standard & also as manual directed through ATC	<ul style="list-style-type: none"> • @ 50% of Invoice value per instance
B	Non-Maintenance of Records on site and inability to reproduce during audit as mentioned in the ATC EHS Standard	<ul style="list-style-type: none"> • Reduction in work allotment for repeat incidence
C	Filling desired PTW (permission to work) duly signed from authorized signatory before the start of the activity. And submitting along with the Bills.	
D	Non-reporting of any incident / Near Miss/ accident as happened within 24 hours in writing to ATC	
E	Noncompliance on usage of approved Safety PPE (Personal Protective Equipment) as defined for the various tasks	
F	Any fatality or human loss as happened on the site during the tenure of the work contract. (to be paid to fatal employees family)	<p>A. Rs. 5,00,000 per instance in addition to insurance, ESI & Statutory Claims as per law of land</p> <p>B. Black listing of vendor for any repeat incident.</p>

K. PTW (Permit To Work) Applicability Matrix (mark is green is applicable)

Activity	Permit to Work			Who will Sign		
	High Height	Hot	Electrical	Initiator	Job In-charge	Project In-charge
Deployment				The person / department who initiates or awards the job to the contractor / vendor or to his sub-ordinates to carry out the work.	The person who is directly supervising the job.	The concerned person in-charge of the project / job, where the work is being executed.
O&M Services						
Site Dismantling						
Tower Strengthening						

Note: Hard copies of the applicable work permits need to be submitted along with invoice and WCC. Applicability can be changed and required work permits need to be followed as per work permit guideline given in annexure.

Annexure 1: Vendor Self Certification Environment, Health & Safety Code of Conduct for Suppliers

Vendor Details	
Name of the organization	:
Name of the personnel responding	:
Designation	:
Address	:



Purchase Order

Contact Details	:	
Details of the products/ services provided	:	

Dear Sir,
 We hereby certify that we have gone through the ATC India Environment, health & Safety code of Conduct
 As defined & detailed in ATC- EHS standard for vendors & it is understood and agreed by us on behalf of _____

Sr. No	Name	Designation
1.		
2.		
3.		

We further assure that we will extend support in HSW related activities from time to time. We will also ensure to provide prompt rectification for any / all non-conformances identified, if any, against ATC India HSW requirements / practices. All statutory requirements in this regard will also be promptly fulfilled by us without any cost claims to ATC.

For _____
 Signature
 Designation
 Name
 Date