

Nirogi Charitable And Medical Research Trust

E-362 Second Floor, Nirman Vihar, Delhi-110092

WORK ORDER (WO)

To M/s NAGADI CONSULTANTS PRIVATE LIMITED Address:- 106/1D, Kishangarh, Vasant Kunj, New Delhi - 110 070. Cont. Person: Mr. Mandeep Email: delhi@nagadi.co.in Ph Number: +918448034008	Work Order No. NCMRT/PPG/PROJ/W O/2022-23/11/005	DATE: 22.02.2023	
		EMPLOYER	CONTRACTOR
		GST No	GST No
		07AAATN3487E1ZJ	06AADC0815B1ZE
		PAN No.	PAN No.
		AAATN3487E	AADC0815B

Dear Sir,

We are pleased to issue Work Order (WO) along with the Scope of work.

SNo.	Item Description	Supply, Execution, Applicable Taxes & Labor Cess (Amount in Rs.)			
		Unit	Qty	Rate	Amount
1	Conducting percolation Test at 1.5m depth and submission of test results.	Nos	1.00	10,000	10,000
Total					10,000
GST@18%					1,800
Total with GST					11,800

In Words: Rupees Eleven Thousand Eight Hundred Only

Completion period : As per Project Manager Instructions

Payment Terms : within 15 Days after completion of work.

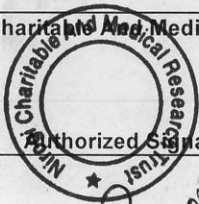
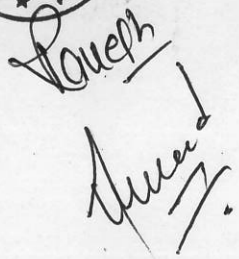
Scope of Work and Other Terms & Conditions : 1. Development of treatment scheme 2. Sizing of the equipment's and tank 3. Feasibility report 4. Simulation of STP process

Taxes & Duties: The rates are inclusive of all applicable taxes and duties at the prevailing rates as mentioned above. In case of any variation in the prevailing rates of taxes and labor cess by the state/ central government / statutory authorities, the Contractor & Client shall mutually provide full benefit of such variation.

Site Address and Contact Person: Nirogi Charitable And Medical Research Trust, E-362 Second Floor, Nirman Vihar, Delhi-110092, Mr. Apurva Srivastava 9818463398 apurva.srivastava@maxhealthcare.com

Special Instructions:

1	All pages of this document must be signed individually by authorized signatory.
2	All statutory government requirements, regulation & levies shall be born & adhered by the Contractor.
3	All correspondence must have reference to this W.O. and should be directed at above address only.
4	All items should be as per BOQ, List of Makes and Technical Specifications attached.
5	Delivery of material at site should be accompanied with copy of invoice (for verification of supplied quantities), challan and photocopy of WO.
6	The Invoice should be in the name of Nirogi Charitable & Medical Research Trust. and in accordance with Tax/GST rules. Payment will be made after deduction of any advance amount, TDS etc.
7	Packing, Forwarding, Clearance, Insurance, Octroi, Toll, Loading & Unloading of material are in Contractor's scope. Material should be delivered between 10.00 A.M. and 5.00 P.M on working days. Contractor will seek consent from Project Manager w.r.t. each material and its quantity before delivery. Contractor will also inform Project Manager at least 2 working days before delivery of material.

For M/s NAGADI CONSULTANTS PRIVATE LIMITED Authorized Signatory	For Nirogi Charitable And Medical Research Trust  Authorized Signatory 
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Policy:	Compliance to Supplier Code of Ethics
Effective from:	Sep 9, 2019
Version:	1.0
Next Revision Date:	Till further amendment
Communication to:	Commercial Team and Suppliers

COMPLIANCE TO SUPPLIER CODE OF ETHICS

Background

Max Healthcare Institute Limited (herein after referred as “Max Healthcare” or “the Company”) is committed to our mission of helping our customers and patients by nurturing the three pillars – excellence; credibility and Sevabhav. Since, Max Healthcare views its suppliers, consultants and contractors as important partner in its mission, it has adopted a Supplier Code of Ethics which establishes standards of ethical business practices that we expect from all our vendors and business associates in course of their dealings with the Company for sale/procurement of goods and services for our operations.

Purpose

The purpose of this SOP is to establish guidelines and define role and responsibilities for ensuring proliferation and adherence to Supplier Code of Ethics by our suppliers, contractors, consultants and their representatives/agents and employees, in order to enhance integrity, ethical standards and avoid conflict of interest.

Applicability

This SOP applies to all Max Network of Hospitals (MHC) and its subsidiaries. Further this SOP is applicable to all suppliers/vendors/agents/consultants/contractors/third parties and/or their representatives (together referred to as “Suppliers”) who hold business relationship with MHC.

Accountability

The following officials will be primarily responsible for ensuring compliance with this SOP and other actions warranted under the Supplier Code of Ethics:

- Head - Supply Chain at Home Office for all central vendors for medical and non- medical consumables; equipment's; services and other supplies
- Head - Pharmacy at Home Office for all central and local vendors for pharmaceuticals; drugs and other pharmacy items
- Regional Commercial Heads for all unit/local vendors providing any kind of material and services. In case of any ambiguity, matter will be referred to Vice President - Supply Chain at Home Office whose decision shall be final

Declaration and Disclosures under Supplier Code of Ethics:

The Supplier Code of Ethics necessitates declaration (*see format B*) by the Suppliers of having read and understood the Code. Further, a full disclosure is also expected from each Supplier of any potential conflict of interest etc. in the prescribed format (*see format A*).

It is expected that declaration from the Supplier should be obtained as per the following:

- New Suppliers: within 3 weeks of Supplier code-creation in Hospital Information System (HIS)
- Existing Suppliers: within 2, 3 & 5 months for class A, B & C Suppliers respectively

Definition of three classes of old Suppliers is given below:

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Class	Annual purchase value for MHC
A	Over INR 250 lacs
B	INR 50 lacs and INR 250 lacs
C	Less than INR 50 lacs

For the purpose of execution, definition of one-time Supplier is the ones having not more than 2 transactions (purchase of goods and services) in a year and where the value of purchases is expected to less than INR 100 lacs per annum.

The declarations once received shall be valid for 18 months and should be renewed after this period. In case of any deviations or exceptions to the above, approval of Management Council shall be obtained in writing or on e-mail.

The non-complying /pending list of Suppliers shall be circulated to the Management Council and permission should be sought before placing any order of more than INR 5 lacs to such Supplier

Review of Disclosures made by Suppliers

The officials accountable under this SOP shall diligently examine the disclosures made by the Suppliers and take remedial measures, wherever required, to ensure that all potential conflict of interests are avoided and only the Suppliers with high level of integrity are allowed to enter into business dealings with the Company and its hospitals.

Consequence of violation of Supplier's Code of Ethics by the Suppliers

MHC shall deal with all infractions with fairness and impartiality. However, established failure to comply with Max Healthcare Supplier Code of Ethics by any Supplier shall lead to suspension of any contract awarded to the Supplier and black listing. Further any payments due to such Supplier as per the Company's books shall be released only after thorough investigation.

The officials accountable under this SOP can take similar action against a Supplier suspected of violation of Supplier Code of Ethics with due approval from Management Council except that in all such cases, dues for any goods and services received should be settled in due course of business.

Others

- Any information about misconduct or unethical and dishonest behavior reported under the Supplier Code of Ethics shall be investigated as per the process laid down in the Whistle Blower Policy and findings reported to Board of directors
- In the event, any employee, associate, consultant, contractor etc. is involved in or party to any violation of Supplier Code of Ethics, a disciplinary action, that may include suspension, termination, claim for reimbursement to MHC for any losses or damages resulting from such violation, shall be taken in conjunction with Human Resource department
- Disciplinary action shall also be taken against the manager or the supervisor where such violation reflects inadequate supervision or lack of diligence regarding a violation of Supplier Code of Ethics
- All Purchase Orders and request for proposals should draw reference to the Max Healthcare Supplier Code of Ethics and Supply Chain/Procurement/Pharmacy department is expected to widely share the contents of the Code with all the existing and potential Suppliers

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Supplier Code of Ethics

1. The Suppliers shall maintain business integrity by

- Conducting their business activities in compliance with all applicable laws and regulations including laws related to human rights such as child labour and forced labour laws
- Not engaging in any corrupt practices such as offering or accepting bribes, kickbacks or improper payments of any kind to/from any Government Official or Max Healthcare employees/retainers /contractors (Company staff) for the purpose of obtaining or retaining business or gaining any improper advantage. Further the Supplier shall read, acknowledge and adhere to Max Healthcare Anti-bribery and Corruption policy and not violate or cause its business partners to violate any applicable anti-bribery laws and regulation
- Adhering to the Max Healthcare Gifts and Hospitality policy while exchanging gifts or gratuities in cash, kind or gift cards including festive gifting and not making facilitation payment to any recipient especially for the purpose of expediting or facilitating the performance of a Government Official
- Not offering or sponsoring social entertainment for Max Healthcare staff. The Company encourages all business discussions to be generally held inside the office premises, during office hours with a prior appointment
- Providing samples of goods and services (other than the ones covered under schemes) only for purposes of evaluation and quantity provided should thus match the purpose
- Sponsoring Max Healthcare staff travel, educational conference and seminars only for valid business purposes that benefit the Company. All Supplier sponsorships should be channelled through Head Supply Chain / Pharmacy of the concerned Hospital / Max Healthcare and all payments on this account should be routed through banking channel
- Not advertising or making public announcement about the products or services of the Company unless a prior written approval of the Company's Compliance Officer is obtained
- Maintaining and making available records related to business transaction with Max Healthcare as per applicable law and contract requirements

2. The Supplier shall respect Max Healthcare's confidentiality by

- Following the applicable data privacy laws and remaining duty-bound to ensure protection of any information acquired in their business relationship with the Company
- Strictly abstaining from making any video and/or audio recording during any discussions or site show rounds, without obtaining prior consents
- Not sharing any confidential information without written consent from Head of Supply Chain / Pharmacy. Illustrative list of confidential information is per below:
 - Cost or Pricing or Volume Information
 - Patients' data and information
 - Max Healthcare staff information
 - Information on operating systems & technology platforms
 - Intellectual property
 - Organization design or plans (operational as well as financial)

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3. The supplier shall disclose all potential sources of conflict of interest

A conflict of interest exists when a supplier's direct or indirect personal interests are inconsistent with or interfere with the best interests of Max Healthcare. To avoid such conflicts

- the supplier shall disclose any direct or indirect personal interests held by a trustee, officer or Max Healthcare staff in supplier's enterprise
- the supplier shall disclose family relationship between a trustee, officer or Max Healthcare staff and any director, officer or staff of the supplier

Further the supplier shall not take advantage of any family/ social/ political affiliations to obtain favourable treatment or business opportunities and disclose such affiliations before entering into such business transaction.

4. The supplier shall at all times engage in fair trade practices & processes by

- not taking any advantage of social/political connections or any other undue influence for favourable treatment in business transactions
- not engaging in cartelization and any other anti-competitive activities
- ensuring proper quality assurance of the products and/or services sold/rendered
- acting only on written Purchase Order (PO) from the Company and seek clarification from Central Procurement/Supply Chain Department/Pharmacy on orders that deviate from such practice

5. The supplier shall advocate whistleblower protection by

- Escalating misconduct, unethical or dishonest behavior by any of the Max Healthcare staff or associate to:
 - The Confidential Whistleblower helpline: **+91-844-864-6288**
 - E-mail: internalaudit@maxhealthcare.com
- Endeavouring to develop mechanisms to expose wrong practices being followed by Max Healthcare staff/business associates in business dealings. Max Healthcare will ensure that such matters shall be handled in a fair and equitable manner
- Encouraging and providing such mechanism to its employees to report unethical or unlawful practices
- Co-operating with Max Healthcare Management in the investigation of reported allegations of fraud, unethical practices or non-compliance to law and regulation involving the Supplier or its employees and take corrective action where appropriate

6. The Supplier has the responsibility to share this Code of Ethics with all of its employees who may be engaged in conducting business activities with Max Healthcare or its subsidiaries and affiliates

7. The supplier shall provide a declaration along with all relevant disclosures in the prescribed format (see format A and B) and on a periodicity determined by the Company from time to time

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FORMAT A- DISCLOSURES

	Disclosures		
1	Are you aware of any regulatory or legal violation by any of MHC's trustee, director or officer while working for or on behalf of the Company	Yes	No
	If yes; please provide details		
2	Does any MHC trustee, director or officer hold any direct or indirect interest in your Company?	Yes	No
	If yes; please provide details		
3	Do you or any of your trustee, director or officer have any family relationship with any of MHC's trustee, director or officer?	Yes	No
	If yes; please provide details		
4	Are you related directly or indirectly with any political or socially influential personality?	Yes	No
	If yes; please provide details		
5	Have you or any of your trustee, director or officer ever been accused of corrupt practices such as offering bribes, kickbacks?	Yes	No
	If yes; please provide details		
6	Have you or any of your trustee, director or officer made any payments or offered any personal favors to a Government Official or any third party in violation of the Max Healthcare Anti-bribery and Corruption policy	Yes	No
	If yes; please provide details		
7	Does any of the invoices or expense vouchers submitted by you or your organization to MHC include any payment for bribe/kickback or facilitation payment made to a Government Official or any third party for expediting work or obtaining business favors	Yes	No
	If yes; please provide details		
8	Have you or any of your trustee, director or officer received or provided gifts/hospitality of more than INR 3,500 in actual or perceived value to a Government Official/third party or a Max Healthcare employee	Yes	No
	If yes; please provide details		
9	Have you ever engaged in or are part of industry cartels or any other anti-competitive activities?	Yes	No
	If yes; please provide details		
10	Have any of your business partners black-listed you or withdrew business from you for other than competitive reasons?	Yes	No
	If yes; please provide details		



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FORMAT B – DECLARATION

I (Name & designation of Supplier representative) representing (Name of Supplier) hereby declare that I have read through the Supplier Code of Ethics in detail and confirm that we shall fully abide by it. Further, all relevant disclosures required under the Code of Ethics have been made to relevant MHC officials.

I understand that any breach/violations of this Code of Ethics will have serious repercussions on business relationship with MHC and lead to blacklisting etc.

Place:

Date:

Signature of Supplier:

CONTRACT CLAUSE ON ANTI-BRIBERY PROVISIONS

The Parties to this Agreement are committed to compliance with Indian laws and laws of other countries that are, or may be, of potential relevance, including all laws applicable to one or both of the Parties relating to bribery, money laundering and/or corrupt payments, [including, (a) India Prevention of Corruption Act (PoCA), (b) U.S. Foreign Corrupt Practices Act (“FCPA”), (c) UK Bribery Act, (d) Indian Penal Code, (e) Foreign Contribution (Regulation) Act, (f) Prevention of Money Laundering Act, (g) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person]. Accordingly, the third party hereby represents and warrants that:

- A. The third party is now in compliance with Indian laws applicable to the third party’s performance under this Agreement as well as the Anti-Corruption Laws of any other countries or jurisdictions that are applicable to the transactions contemplated herein and will remain in compliance with all such laws for the duration of the Agreement.
- B. The third party has not taken and will not take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any government official (including any officer or employee of a foreign government or government-controlled entity or of a public international organization, or any person acting in an official or representative capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, or legislative, administrative or judicial officials whether or not elected or appointed, all of the foregoing being referred to as “Government Officials”) or to any other person while knowing that all or some portion of the money or value will be offered, given or promised to a Government Official for the purposes of obtaining or retaining business, an advantage in the conduct of business or securing any improper advantage.
- C. The third party has not taken and will not take any actions in furtherance of an offer, payment, promise to pay or authorization of the payment or giving of, or a request or acceptance of, money or anything else of value, to or from any other person (whether or not a Government Official) while knowing that all or some portion of the money or value will be offered, given or promised to any other person for the purpose of securing the improper performance of that person’s function or misuse of that person’s position.
- D. No part of the payments received by the third party, directly or indirectly, from MHIL will be used for any purpose which would cause a violation of the laws of India or any other applicable jurisdiction including any applicable Anti-Corruption Laws of other countries as provided above.
- E. Third party will abide by the general principles and spirit of MHIL’s supplier code of ethics and Anti-Corruption and Anti Bribery policy; acknowledges receipt of such Policy
- F. Third party has maintained and will maintain adequate written policies and procedures to comply with applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person;

- G. Third party has maintained and will maintain adequate internal controls, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;
- H. Related party of third party will comply with, and it shall cause its related parties to comply with clauses of this agreement.
- I. Neither third party nor any of its related parties is a government official.
- J. In the event such third party becomes aware that it or its related party has breached an obligation in this paragraph, it will promptly notify MHIL, subject to the preservation of legal privilege.
- K. Third party would provide, upon a formal request by MHIL or its duly authorized representative, MHIL or its professional advisors access to documentation or other information in sufficient detail to enable MHIL to assess and audit third party's compliance with applicable Anti-Corruption Laws including an annual statement of compliance with MHIL's supplier code of ethics. The Third Party shall, at all times during the term of this Contract and for a period of seven years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.
- L. The third party and any of its directors, employees, consultants and other intermediaries will not, in the ordinary course of business engage in any activity, practice or conduct which would constitute an offence under any anti-bribery or/and anti-corruption laws.
- M. The third party/ Vendor should not employ or otherwise make payments to any employee of the Company during the course of any transaction between the Third Party/ Vendor and the Company.
- N. The Third Party should avoid relationships and activities with disreputable individuals.

In connection with the foregoing representations and warranties, the Parties further agree as follows:

- 1. In the event of a breach of any of the foregoing representations and warranties, any claims for payment by the third party with regard to any transaction for which a breach of the representations has occurred, including claims for sales or services previously rendered, shall be void and all payments previously paid shall be refunded to MHIL by the third party. The third party shall further indemnify and hold MHIL harmless against any and all claims, losses or damages arising from or related to such breach or cancellation of the Agreement.
- 2. All payments due to the third party under this Agreement will be made by cheque or bank transfer, and no payments will be made in cash or bearer instruments.
- 3. The third party shall not keep any "off the books" or other similar funds in connection with this Agreement.

4. The third party has complied with all sanctions¹ and similar laws, regulations and orders applicable to it, and will remain in compliance with all such laws for the duration of the agreement.
5. Neither the third party nor any of its subsidiaries or affiliates nor any of their respective directors, officers, employees, agents or representatives, is a Sanctioned Person²

¹ “Sanctions” means all trade, economic and financial sanction laws, regulations, embargoes and restrictive measures administered, enacted or enforced from time to time by (a) the United States government (including, without limitation, the U.S. Department of Treasury and the Office of Foreign Assets Control); (b) the European Union; (c) the United Nations; (d) Her Majesty’s Treasury of the United Kingdom; or (e) any other similar governmental bodies with regulatory authority over the Company from time to time.

² “Sanctioned Person” means a person that is at any time (a) the subject of Sanctions (b) located in or organized under the laws of a country or territory which is the subject of country- or territory-wide Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan, Syria or the Crimea region); or (c) owned 50% or more, or controlled by, any of the foregoing.