PURCHASE ORDER / JOB ORDER



UNIT PAN RUD STAT	SRICHAKRA LTD. -II, PLOT NO.07,SECTOR -1 SIDCUL F-NAGAR, UDHAM SINGH NAGAR RAPUR UTTARAKHAND -263153 TE CODE:05 GSTIN:05AAACT5557G1ZD BILL FROM 000674 EV ENTERPRISES ISIT CAMP RAPUR - 263153 N No : 05AXCPP0060A1Z9	DELIVER TO DELIVER TO LTD. 0.07,SECTOR -1 SIDCUL DHAM SINGH NAGAR RAKHAND -263153 GSTIN:05AAACT5557G1ZD			Po.No Date Quotation No Date Nature of Vendor Nature of Supply Packing Payment terms Amendment : Date		08.09.20 Service \$ 15 days 0	1114012222 08.09.2021 Service Supply 15 days from Date of Invoice 0 08.09.2021		
Pleas	e Supply us the following goods / services in ac	cordanc								1
SL.	Item Code		QTY&UO	Rate/Unit Rs.		SG		CGST		Total Amount
No 1	Description of Goods and Services & HSN /SA	С	M 1.000	32,800.00	Value Rs. 32,800	Rat 9.00		Rate% 9.00	Amount Rs. 2,952	38,704
	Strainer/Banbury coupling & other maint SAC Code : Total 40 Mandays Total Hrs.324hrs. Total Value-40*820=32800/-Rupees		AU		32 800		2 952		2 952	38 704
					32,800		2,952		2,952	38,704
	Tax to be Charged by Supplier in invoice b be paid by Receipt under RCM #### 5,904.00									
Special Instructions:										
				TOTAL						38,704
Mode of Dispatch : Carrier Name : Freight : Insurance : Delivery Required :				Note: 1.The Material should be sent along with Original Invoice. 2.Duplicate Transporter Invoice must be sent along with Goods for availing Input Credit. 3.Test report should be sent along with consignment, wherever applicable. 4.Return the TSL issue drawing along with material wherever applicable.						
Regd.Office: TVS Building,7B,West Vell Street,Madurai - 625 001Admin office: 10,Jawahar Road,Madurai - 625 002Web: https://www.tvseurogrip.comCIN No: L25111TN198PLC009414				For TVS SRICHAKRA LIMITED This is a computer generated document does not require Physical signature.						

STANDARD TERMS AND CONDITIONS OF PURCHASE

- Validity
 (a) The terms and conditions in this order alone shall be valid between the Seller and TVS Srichakra Limited/Moulded Product Division -II (hereinafter #Company#). Any conditions imposed by the Seller in its invoice shall be null and void. The terms and conditionis contained in this order can be amended, only in writing, by the consent of both parties.

 Corder Acceptance Orders, as well as any alteration or amendment thereof, must be made in writing in order to be effective. If acceptance of P.O. is not completed by the Suppler within 3 days from the date of receipt of P.O., then the Payment payable under P.O. Will be deferred accordingly. Subsequent agreements made vertably shall only be valid when confirmed in writing by Company (1th Suppler dates not accept the Purchase Criter (hereinafter called "P.O.") within 3 days of its submissis the Company shall be entitled to revoke the P.O. in writing. No increase in prices shall be partitude during the tenure of P.O.

 So Mark Company shall be entitled to revoke the P.O. in writing. No increase in prices shall be partitude during the tenure of P.O.

- the Company shall be entitled to revoke the P.O. In writing. No increase in prices shall be permitted during the lenure of P.O. 3. Seller Agrees (a) To properly pack, mark and ship goods in accordance with the requirements of the Company, the involved carriers, and the applicable statutes; (b) To note shipments in accordance with Company's instructions; (c) To make no additional charge for handling, packaging, storage or transportation of goods, unless otherwise stated on this contract; (c) To make no additional charge for handling, packaging, storage or transportation of goods, unless otherwise stated on this contract; (c) To make no additional charge for handling, packaging, storage or transportation of goods, unless otherwise stated on this contract; (c) To make no additional charge for handling, packaging, storage or transportation of goods, unless otherwise stated on this contract; (c) To make no additional charge for handling, packaging, storage or transportation of goods, unless otherwise stated on this contract; (d) That the invoices shall contain all markatory inclusions of the additional of the formation of goods. (e) That the invoice value should be in line with purchase order and should include applicable duiles and taxes as per law. (f) To provide test certificate and self inspection report along with the goods. (i) To provide test certificate and self inspection report along with the goods. (i) To provide test certificate and self inspection report along with the goods. (i) To provide with a should instruct on the recipient details to be specified in the invoice and Vendor shall confirm the GST to be charged prior to dispatch. 2. Company will gredifically instruct on the recipient details to be specified in the invoice and the due date, only upon payment of the tax by the supplier to the Government, charged in respect of such supply and further subject to receipt of communication of finally accepted credits from GSTN under Section 42(2) of the CGST Act, 2017 and corresponding prov

- of the CGST Act, 2017 and corresponding provisions of the SGST/UTGST Act.
 5. Discount
 a. Discount should be disclosed on face of invoice and GST needs to be computed accordingly which is known at the time of supply of goods. Discount which are granted which will result in reduction of taxibility should be mentioned.
 b. The terms of various discounts to be clearly indicated
 c. Documentations as prescribed under the GST law to be adhered by the vendor. Any declaration that may be required in this regard should have to be Communicated to us for further evaluation.
 d. In case of post supply discount, vendor should have disclosed the existence of such policy on the face of every invoice. Further, a confirmation may be educined from us prior to issuance of credit note giving effect to tax adjustment
 e. Credit note with prescribed particulars to be issued to Communic. Initiation to be issued with in 7 days. Giving all information including the details of original invoice.
 f. Exception to accobe resulted to esso its active that quantum of discount granted pre-GST is comparable post GST.
 f. Payment Condition:
 a. The exament for Services will be made as our PO terms based on the invoices raised by vou.

Payment Condition: a. The payment for Services will be made as per PO terms based on the invoices raised by you. b. Payment terms will be as discussed and agreed and will be mentioned in P.O. In the event of any dispute as to dimensions, weight, quality, quantity, finish, colors, design or heading or performance of services from the P.O., the said payment terms shall not be binding. Other than the payment terms, the following are the options available with Company on making payment to vendor.

colors, design or heading; or performance of services from the P.O. In the event of any dispute as to dimensions, weight, quality, i colors, design or heading; or performance of services from the P.O. In the said perment terms shall not be binding. Other than the payment to following are the options available with Company on making payment to vendor. **Option : 1** Payments not to be released in entirety or payments in relation to CST not to be released till the completion of following events: a. Invoice details are reflected in GSTR-2 and payment of QST is made or b. If not rellicated in GSTR-2, anendments made by Company in its returns are accepted by vendor and payment of GST is made or c. In case GST is actually paid by the vendor, then the same can be deducted from subsequent payments is credit is not available to Company. **Option : 1**

- Option: 2
 Payments are made with mandated periodic reconciliations.
 a. In both options, consideration for the goods and/or services to be adjusted as part the credit not passed on and the excess payment be adjusted against subsequent payments.
 b. Invoices for services to be issued within 30 days from the date of supply of service (except for continuous supply of services) and Invoices for goods or services to be issued before or at the time of emmodal of services to the recipient, there the supply involves movement of goods, or Delivery of goods or sanking available thereof to the recipient, there the supply involves movement of goods, or Delivery of goods or sunking available thereof to the recipient, there the supply involves movement of goods, or Delivery of goods or sunking available thereof to the recipient, there the supply involves movement of goods, or Delivery of goods or sunking available thereof to the recipient, there are been to the second to be services.
 c. All involces, doit notes and only can be transformed to B conditions.
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 d. If there is any change transformed to SCT return which can be also return.
 d. If there is any change transformed to SCT return which can be been in eaching the variable.
 d. If there is any change to constant to the decomment covered under the P.O., then the same will be torne and paid by the Covernment and applicable to the arrangement covered under the P.O., then the same will be borne and paid by Company. **7. Miscellaneous:**a. Debit notes or rought notes or supplementary invoices would only be issued in permissible scenarios and timelines as prescribed under the GST/ tax.

- and paid by Company.
 7. Miscellaneous:
 a. Debit notes or credit notes or supplementary invoices would only be issued in permissible scenarios and timelines as prescribed under the GST/ tax legislation. The issue of Debit Note/ Credit Note would be in compliance with Section 34 of the CGST Act, 2017
 8. Delivery Schedules
 (a) Time is the essence of this contract. Delivery shall be made both in quantilies and at times specified in this order. In case, the Seller does not comply with the contractual delivery terms. Seller shall apy the Company, at the rate of 2% of the order value including duties and levies, for each 7 day week after the agreed devicey terms in analitation. The Seller is analitation the seller and all also be responsible for the following costs.
 (i) 1. Late delivery by Seller
 2. Delay in the reglacement of rejected material
 3. Non-delivery/short delivary of the scheduled quantity.
 (ii) If Seller's acts or omissions results in Seller's failure to meet Company, that even to company, requirements and Company requires more amore adhering to schedule.
 (iii) If Seller's acts or omissions results in Seller's failure to meet Company specified by Company. Seller shall ship the goods expeditiously as possible at Seller's acts or omissions method of transportation northed originally specified by Company. Seller shall ship the goods expeditiously as possible at Seller's acts or omission results in Seller's failure to meet Company that are in excess of quantities of the Company.
 (ii) Company shall not be responsible for the above coasis, if the delay in delivery is due to reasons attributable to the Company.
 (ii) Company shall not be responsible for the above coasis, if the delay in delivery is due to reasons attributable to the Company.
 (ii) Company shall not be responsible for the above coasis, of the price or goods or services covered by this contract.
 (iii) Company shall not be resp

- Selier Quality and Development : Inspection :

 (a) Seliar agrees to participate in Company's supplier quality and development program(s) and to comply with all quality requirement procedures specified by Company, as revised from time to time, including those applicable to Selier as set forth in Quality System Requirements of the Company. In addition, Company shall have the right to enter Selier's facility at reasonable times to inspect the goods, materials and any property of Company observations of the enter Selier's facility at reasonable times to inspect the goods.
 Non-conforming Goods
 (a) Company shall not be cligated to do any inspection of the goods, whether during manufacturing, prior to delivery or within a reasonable time after delivery or payment for the goods.
 Company shall not be cligated to do any inspection of the goods, whether during manufacturing, prior to delivery or within a reasonable time after delivery or payment for the goods.
 Company shall not be cligated to do any inspection of the goods, whether during manufacturing, prior to delivery or within a reasonable time after delivery or payment for the goods.
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 Company shall not be cligated to do any inspection of the goods, whether during manufacturing, prior to delivery or within a reasonable time after delivery or payments of the round company shall charge appropriate GST on the storage/handling charges.
 Company shall charge appropriate GST on the storage/handling charges.

- relieve Seller's responsibility for latent defects. 11. Warranty, Liability and Indemmity 1. Supplier's responsibility under the said warranty shall be at its own option and cost, repair or replace any Goods found to be faulty as soon as possible after notification by Company but not later than twenty four (24) hours for critical or other emergency situation. 2. If the Supplier fails or refuses to fulfill its obligations under warranty. Company may, in addition to exercising any other rights available to this arrangement, law and/or equity, all is option elect to have the defective Good/Services replaced, repaired or corrected or by any third party, and the Supplier shall in such an event reimburse Company for all costs and expenses incurred in connection with such repair, replacement, correction or performance. In the event regair, replacement, correction of the defective Good/Services is not reasonably possible, the Supplier shall price of the event regair, replacement, correction of the defective Good/Services is not reasonably possible, the Supplier shall price of the price of the supplice shall be price of the supplice shall price of the price of the price of the
- . no input tax
- event repair, replacement, correction of the detective GoodStein/cets is not reasonary pussion; use corpore rates possible contract possible and provide the possible contract possible contract
- relevant annual return, whichever is earlier. In such a scenario, the amount related to the eligible credits should be allowed to be adjusted against future by ayments. S. Vendor will be liable to comply with all the compliance as may be prescribed to ensure that the compliance rating is not reduced below the prescribed limit as liad down under section 149 of the GGST Act, 2017. Notwithstanding anything less contained in the agreement, in the event of blacklisting of the vendor i.e. compliance rating reducing below the prescribed limit, the amount related to tax will be liable to be paid only on receipt of input tax credit. I. In case any credit is not received or short credit is received or in case of any error because of which no credit is received the such credit or short credit is not liable to be paid by Company. Where it is paid by Company, amount equivalent to the amount paid is liable to be recoverable or adjustable against subsequent payments
- not liable to be paid by Company. Where it is paid by Company, amount equivalent to the amount paid is liable to be recoverable or adjustable against subsequent payments. 8. Procedure for reconciliation or mismatch to be included in the agreement. The supplier shall take all efforts in a time bound manner in helping Company match the input redits and also depute personnel as found necessary, on request by Company, without any additional cost to Company. The supplier shall provide necessary reconciliation statements to Company by such date as may be mutually agreed between Company and supplier. 9. In the event of any non-compliance by the supplier with GST and/or any other fauld upt, faults mutually agreed between Company and supplier. 10. In the event of any non-compliance by the supplier with GST and/or any other fauld upt, faults made thereunder, for any reason whatsoever, the state mutule by or through Chargo may for an any tetra equal to associate the VCompany, its dealers and end consumers, within 2 weeks of a valid the supplier with GST and / or coss liability, interest, penalities on any other tax' dupt, amount / chargy (1 ability) becomes payable by Company to be fault upt, and and and were required to any and the supplice of a demand / recovery initiated by any revenue authority under lawa' regulations applicable in India or overseas, under undertakes to indemnity Company for an amount equal to amount payable by Company. 11. Company reserves the right to adjust any recovery to be made by it for loss suffered due to mistake / falure on part of the vendor by adjusting it or withholding it from any amount payable by Company to the vendor (present or future). 21. Brestelline Stockowers; Special Warnings and instructions : (a) If requested by Company, Seller shall promptly furnish to Company in such form and details as Company may direct. 1) a list of all ingredients of the goods; 2) the armount of all ingredients; and 3) information concerning any changes in or additions to such

ployees to exercise that measure of care and precaution that will best prevent bodily injury of property damage in the handling, transport processing, use or goods, containers and packing shipped to Comnany.

- disposal of the goods, containers and packing shipped to company.
 13. Company's Property
 (a) Supplies, materialis, tools, ijgs, dies, gauges, fatures, molds, patterns, equipment and other items furnished by the Company, either directly or indirectly to Selier to perform this contract, or for which Selier to sele ne reinbursed by Company, shall be and remain the property of Company & Property/).
 (b) Saler shall bear the risk or loss of and damage to Companyitis Property. Companyitis Property is and maintained by Selier or a bailer, at its expense, shall not be used by Selier for any purpose other than the performance of this contract; shall be conspicuously marked by Selier, as the property of Company, shall not be commingled with the property of Selier or with that of a third person; and shall not be moved from Selier's premises the property of Company and not selier to service and marked by Selier or any purpose other than the performance of this contract; shall be moved from Selier's premises the property of Company shall not be commingled with the property of Selier or with that of a third person; and shall not be moved from Selier's premises the property of Company shall not be commingled with the property of Selier or with that of a third person; and shall not be moved from Selier's premises the property of Company.
- Setting, at the dependence of Commingled with the property of Seller or with that of a third person; and shall not be moved nrom setternes pressures with Companying prior written approval.
 (c) Companying yield have the forger permisses at all reasonable times to inspect such property and Seller's records with respect thereto. Upon this Companying yield have the register present setternes pressures of the carrier selected by Company in which center companying and the center of the carrier selected by Company in which center (Sprawny shall have the circle) of the company of cellering the center of the company is all how the respect thereto. Upon the carrier selected by Company in which center (Sprawny shall have the circle) of the company is cellering the center of the carrier selected by Company in which center Company shall have the center subscrept to contension. Select waves any lien or other rights that Seler might have on any of Company is builte the reasonable costs of delivering such property to action by Company in which event Company shall have the center sub-property to action the company. Shall have there cover of appropriate documents like delivery challens, e-way bills etc. and GST shall not be documents in the fact the covership of any balle and the delivery challens. Severe bills etc. and GST shall not be documents in the lint of and the place of recipient the documents like line is provided by Company in order to enable Company to avail ITC and such place shall be used for deciding the place of recipient (in the advection of the partice) received to appropriate place and the advection of the other.
 (a) Nothing contained in this agreement shall be deemed, to affect the ownership of any patents, trade markes or registered designs vested in either of the parties is responsible for ensuing that the fulfillement of this order dees not, in any way, violate the industrial poperty rights of any third part.
 (b) The Seller is responsible for ensuing that the difficunce the baccement

- (b) The Selfer is responsible for ensuming that the fulliment of this order loses not, in any way, violate the industing importery rights and any rung party.
 15. Remedies
 (a) The rights and remedies reserved to Company in this contract shall be cumulative with, and additional to all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fails to conform to the warraines set forth in Paragraph 7, Company shall notify Seller and Seller shall, If requested by Company, reimburse Company to any incidential and consequential damages caused by such nonconforming goods, including but to many more provided and the control of the strain set of the strain or proceeding and nonconforming goods.
 (b) The seller strain or provide the strain of the return under section 39 of the strain of the strain of the return under section 39 of the strain of the strain of the return under section 39 of the strain of the strain of the return under section 39 of the strain of the strain of the return under section 39 of the strain of the
- relevant annual return, whichever is earlier. In such a scenario, the amount related to the eligible credits should be allowed to be adjusted against future payments. 2. Vendor will be liable to comply with all the compliance as may be prescribed to ensure that the compliance rating is not reduced below the prescribed limit as laid down under section 149 of the CST Act, 2017. Notwithstanding anything else contained in the agreement, in the event of backslising of the vendor i.e. compliance rating reducing below the prescribed limit, the amount related to tax will be liable to be paid only on receipt of input ax credit. 3. In case any credit is not received or short credit is received or in case of any error because of which no credit is received then such credit or short credit is not liable to be paid by Company. Where it is paid by Company, amount equivalent to the amount paid is liable to be recoverable or adjustable against subsequent to be paid by Company.

25. Seve rability

payments 17. No Advertising (a) Seller shall not, without first obtaining the written consent of Company, in any manner advertise or publish the fact the Seller has contracted to furnish Company the goods or services covered by this contract, or use any trademarks or trade names of Company in Seller#s advertising or promotional materials.

- a) Selier and any goods, or services supplied by Selier, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standard as applicable or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or

as applicable of that relate to the manufacture, labeling, transportation, importation, licensing, approval or certification of the goods or services.
(b) In the event of loss occasioned to the Company due to the breach of this warranty, the Seller shall indermitif the Company.
(a) The drawings, technical and commercial information and all other information (hereinalter #confidential information) for the output of the drawings, technical and commercial information and all other information (hereinalter #confidential information) if any, provided by either Party to the other Party for the manufacture of the goods shall remain the property of the disclosing Party or its customers; Either Party shall not disclose or use such confidential information from any turpose, other than to the purpose of executing this order.
(b) The Seller shall ensure that the sub contractors, if any shall alls bo bound by the confidentiality provisions aforementioned.
(c) Either Party shall at any time, if so, requested by the other Party.
1) Refarming from any turbur use of the confidential information.
2) Return to the disclosing Party without delay, all such confidential information.
3) Destroy all additional documentation, transcriptions, copies etc. thereof
4) Erase the information from its data processing system and any other media
5) Upon vitter request provide evidence of compliance hered to the other party.
(d) Nothing contained in this shall apply to information in the public domain.
20 Independent Contractor Relationship
(a) Instagreement does not constitute Seller as the agent or legal representative of the Company or any of its associates for any purpose whatsoever and that Seller is not authorized to assume or to create any obligation or responsibility, expressed or implied on behalf of or in the name of the Company or any or its affiliates or to boint the Company or in any manner or thing whatseever.
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- of its affiliates or to bind the Company or its attimutes or it in ity matures or the grant attraction of the grant of the
- nereunder wirnout deary winnever such causes are removed. 2. Force Majeure shall, however, on relieve any party from its obligation to effect any obligation not affected by such Force Majeure and any contractual payment on the date when it is due except effecting of such payment is hindered by Force Majeure (e.g. earthquake, fite, flood, accidents, war, and rots). 3. Should an even of Force Majeure continue for more than three (3) months, Company shall have the relight to terminate the partial POs with the Suppler, In such a case, Company shall pay to Supplier the price of goods/services delivered/completed in terms of the P.O. up to the date of termination.

- In such a case, Company shall pay to Supplier the price of goods/services devices devices of section and the section of the se

under the circumstances) after receipt of written notice form the Company specifying such failure or breach. **4. Arbitration** (a) This agreement shall be construed and interpreted in accordance with the laws of the Republic of India. (b) Any dispute arising in connection with or arising out of or in relation to or any matter under this Agreement shall be settled in an amicable manner, with minety (90) days from the date of dispute. (b) Any dispute arising in connection with or arising out of or in relation to or any matter under this Agreement shall be settled in an amicable manner, with minety (90) days from the date of dispute. (c) settle amicably any dispute, controveryor or claim arising hereunder, including any question regarding the existence, validity or termination of this agreement, within the aforementioned ninety (90)days, then such matter of dispute, controversy or claim shall be referred to and resolved by Arbitration under the Arbitration and Consiliaton Act, 1996. (c) The arbitration tribunal shall consist of three(3) arbitrators, two of them shall be nominated by the Parties. The Party invoking arbitration shall bere a notice on the other Party, to nominate its nominee arbitrator within fitten days of receipt of such notice. On receipt of the notice, the other Party shall nominate its nominee arbitrator within the stall fitten days of receipt of such notice. On receipt of the notice, the other Party shall nominate its agree that the determination of the arbitrator in English. (f) The arbitration panel shall conduct its proceedings and render its decision in English. (f) The arbitration panel shall conduct its proceedings and render its decision in English.

aniumations. (h) Notwithstanding the dispute, controversy or difference having been referred to arbitration, agreement shall continue to be enforced during the pendency of the arbitration proceedings unless terminated pursuant to the provisions contained in this agreement.

Severability (a) If any provision of this contract or the application of such provision to any person or circumstances shall be held invalid by a final judgement of a court of competent jurisdiction, or such other authority, the remainder of this contract and the application of such provision to persons or circumstances other than those to which its has been held invalid, shall not be affected thereby. trose to writen its has been held invalid, shall not be affected thereby. 26. Assignment (a) No assignment or transfer of the agreement or any interest there in shall be made by either Party without prior written consent of the other Party. 27. No Waiter

No Varver (a) A party's failure to enforce at any time or for any period of time any provision of this Agreement or to exercise any right or remedy does not constitute a waiver of such provision, right of remedy or prevent such party thereafter from enforcing any or all provisions and exercising any or all rights and remedies. The exercise of any right or remedy does not constitute an election or prevent the exercise of any or all rights or remedies. Amendments Automoments 1. Company reserves the right to add or amend or to add or to alter or modify or render inoperative any one or more of these terms by prescribing special conditions in the P.O. and to the extent such addition or modification is made the altered and the additional clauses shall have effect. Entre Agreement

Comparing reserves the right to make a manufacture of the parties and supersedes all prior agreements, arrangements and communications, whether oral or written pertaining to the subject matter hered.
 This agreement stats for the relife understanding of the parties and supersedes all prior agreements, arrangements and communications, whether oral or written pertaining to the subject matter hered.
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 Supplier incoming which less policy for an array at TSL facility premises.
 Mart 2001 comply with HSE policy on array at TSL facility premises.
 All supplier should action by write HSE facility remeins and adopt to healt on the advert with related addres with PCF at the time when work is being carried out at TSL premises.
 All supplier should active with PFE at the time when work is being carried out at TSL premises.
 All subcontracting shalls addres with PGF at the time when work is being carried out at TSL premises.
 All subcontracting shalls are addres with Sort norms.
 PC, Ensure, and the restructions addres with Sort norms.
 PC, Charrange, chire licenees and road wort