







Larsen & Toubro Limited (L&T) is an Indian multinational engaged in EPC Projects, Hi-Tech Manufacturing and Services with sustainability embedded into its long-term strategy for growth. L&T operates in over 50 countries worldwide, in addition to India, and

- 1 Suppliers are required to adhere to the CoC and are expected to self-monitor and demonstrate their compliance with this Code.
- 2 By adopting this CoC, the suppliers undertake to abide by and implement all the principles to their best knowledge and efforts.
- 3 L&T reserves the right to carry out due diligence, audit and inspection of its suppliers, who must cooperate in the process. Such suppliers are also urged to conduct similar due diligence of their suppliers, contractors and affiliates to enable compliance throughout their supply chain.
- 4 As per clause 6.2 under '\_\_\_\_\_ of the CoC vendors are under an obligation to not divulge any details to L&T about any entity by any means, any information in violation of any law or agreement. Additionally, all contracts entered with vendors have a clause on confidentiality of sharing information pertaining to L&T to any other person/ entity.
- 5 Any noncompliance by the supplier will constitute a breach of its contractual obligations. In the event of any breach of CoC, L&T reserves the right to take appropriate action including termination of existing contractual relationship and/or removal/suspension from participating in any future requirement of L&T In the event of the above, L&T

Reported violations will be treated with confidentiality as per L&T's Whistle Blower Policy.

Suppliers will provide a one-time declaration confirming their understanding of L&T's CoC and declare that they have not done anything during the past years and will not resort to any activity that would amount to violation of the CoC. By this declaration, the Supplier is stating and agreeing to:

- Accept the values expressed by L&T in the CoC
- Abide by L&T's CoC and its subsequent versions during the tenure of their engagement with L&T
- Adhere to the requirements and expectations set out in this CoC
- Provide complete and accurate information to facilitate any kind of due diligence efforts undertaken by L&T
- Comply with the applicable laws and regulations in the country or countries where they operate. The format for the declaration is enclosed as \_\_\_\_\_ with this Code of Conduct.

Procurement teams shall incorporate a Clause in all Purchase Orders (PO) on L&T's Code of Conduct for Suppliers and the requirement of providing Declaration, enclosed as \_\_\_\_\_ .

L&T expects suppliers including their personnel (employees or sub-contractors) to support, embrace and enact the





- 8.2. No tolerance towards unacceptable treatment of employees, such as physical punishment or torture, sexual harassment<sup>1</sup>, or abuse, mental or physical coercion or verbal abuse, or the threat of any such treatment.
- 8.3. No worker should be subjected to any physical, sexual, psychological, or verbal harassment, abuse or other form of intimidation.

Suppliers shall demonstrate the highest standard of integrity, ethics, and business conduct.

- 1.1. All activities must be carried out in compliance with the legislation that is applicable in the countries in which the suppliers operate.
- 1.2. All other applicable international laws and regulations must be complied with, including those relating to international trade (such as those relating to sanctions, export controls and reporting obligations), data protection and antitrust/ competition laws.
- 1.3. Avoid any conduct that could tarnish or damage the reputation of L&T.

- 2.1. All forms of bribery and corruption are prohibited
- 2.2. Adequate measures and procedures should be in place to prevent bribery in all commercial dealings.
- 2.3. Maintain a policy of 'Zero Tolerance' of any practice that may be deemed to be corruption, either active or passive.
- 2.4. No tolerance for unacceptable conduct, which includes, but not limited to, non-compliance with anticorruption laws and, directly or indirectly offering, promising, hiring or authorizing payments in cash or in kind to any L&T employee, public official or any other person or entity, with intention of a) obtaining or retaining business b) Influencing business decisions; and/or c) securing an unfair advantage.

- 3.1. All and any conflict of interest in any business dealings with L&T, of which the suppliers are aware, should be declared to L&T so that appropriate action can be taken.
- 3.2. Avoid a situation where there is a real or potential conflict of interest with L&T employees, or with their family or closely associated persons, that could affect the independence or objectivity of their professional actions or decisions. If avoidance is not possible, the suppliers should inform L&T of the situation so that appropriate action can be taken.

- 4.1. Ensure that all business and commercial dealings are transparently performed and accurately recorded in books and records.
- 4.2. Comply with applicable anti-money laundering laws, conduct business only with ethically responsible partners and receive funds only from legitimate sources.

<sup>1</sup> 'Forced Labour' or 'Involuntary Labour' refers to all work or service that is extracted under the menace of penalty. It also includes terms such as, bonded labour and modern slavery. It also includes any labour for which the worker receives less than the government stipulated minimum wage, referred to as

- 4.3. Avoid actual or attempted participation in economic offences<sup>4</sup>, such as (but not limited to) money laundering, criminal breach of trust, counterfeiting, criminal misappropriation of properties, forgery, cheating, extortion, embezzlement and fraud.
- 4.4. Refrain from insider trading. No confidential information regarding L&T is used to either engage, facilitate or support insider trading in L&T's shares. During their association with L&T, if a supplier is in possession of any price-sensitive unpublished information on L&T, the supplier will desist from trading in L&T's shares until such price sensitive information is published or known to the public at large.
- 4.5. Take necessary measures to detect and prevent any illicit or suspicious forms of payment and inform and/or report through established channels if it has any suspicion or concern in this regard.

- 5.1. Any business entertaining/hospitality with L&T should be modest in value, appropriate, and compliant with the law and company policies, entirely for the purpose of maintaining good business relations and not intended to influence in any way L&T's decisions on future business relationship.
- 5.2. Only gifts/honorariums of nominal value accepted or offered on festivals, at conferences, etc. will be permitted. Such gifts should comply with local laws and customs (including cultural and religious festivals) and should not be prohibited under applicable law and should not include cash or cash equivalents, gold or other precious metals, gems or stones.
- 5.3. Neither receive nor offer or make, directly or indirectly, any illegal payments, remunerations, gifts, donations or comparable benefits that are intended, or perceived, to obtain uncompetitive favours for the conduct of its business with L&T.
- 5.4. Neither directly or indirectly offer any gift, entertainment, trip, discount, service, or other benefit to any official of L&T or his/her close relations which would or be capable of compromising, influencing, liable to corrupt the integrity and objectivity of that person.

6.1. All market survey/other entities information must be obtained and used legitimately and in compliance with all applicable laws and regulations.

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To,  
The Head – Procurement  
Larsen & Toubro Limited

1. I / We hereby confirm that I / We have read and understood L&T Code of Conduct for Suppliers and Anti-Bribery and Anti-corruption policy as set in this Supplier Declaration for us, including our employees and sub-contractors and undertake to comply with same and all applicable laws / statutes / directives or regulations, follow good business ethical practices but not limited to anti-bribery and anti-corruption and amendments thereto. I / We undertake to comply with the Code of Conduct in letter and in spirit.
2. I / We agree that these clauses / provisions or amendment, if any, form an integrated part of any or all L&T's purchase order or work order or agreement / contract. I / We confirm and uphold similar values as enshrined in this CoC and accordingly conduct my / our business operations in accordance with high ethical standards. I/We will act in an ethical, sustainable, and socially responsible manner and respect human rights.
3. I / We shall promptly notify any actual or potential breach and provide all information in this regard as per the provisions of the Code of Conduct

L&T is committed to seeking sustainable growth by integrating Environment, Social and Governance (ESG) principles with its businesses and when managing relationships with the value chain. L&T upholds in letter and in spirit the United Nations Universal Declaration on Human Rights, the fundamental Human Rights Conventions of International Labour