

LARSEN & TOUBRO LIMITED

MUMBAI

**Whistle Blower Policy For Vendors &
Channel Partners**

(October 1, 2016)

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1. Preamble

The Company believes in the conduct of affairs of all of its constituents in a fair & transparent manner by adopting highest standards of honesty, integrity and ethical behavior. In this endeavor, the Company has already formulated and adopted Codes of Conduct for employees and senior management & Directors which lay down the principles and standards that should govern their actions. The Company also has adopted a Whistle Blower Policy for Directors and employees to report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's Code of Conduct or ethics policy. In its commitment to further augment its good governance practice, the Company now adopts this Whistle Blower Policy for Vendors & Channel Partners.

2. Purpose

The Company has formulated this Whistleblower Policy for Vendors & Channel Partners ("the Policy") with a view to provide a mechanism for vendors of the Company to express genuine concerns about unethical behaviour, improper practice, any misconduct, any violation of legal or regulatory requirements, actual or suspected fraud without fear of punishment or unfair treatment. The role of vendors in pointing out such violations cannot be undermined.

This Policy will be effective from October 1, 2016. Grievances of vendors relating to a period prior to the effective date will be considered on merit by the Vendor Whistle Blower Committee.

3. Definitions

- a. **"Audit Committee"** means the Audit Committee constituted by the Board of Directors of the Company in accordance with Section 177 of the Companies Act, 2013 read with Regulation 18 of the Securities And Exchange Board of India (Listing Obligations And Disclosure Requirements) Regulations, 2015.
- b. **"Company"** means, "Larsen & Toubro Limited."
- c. **"Disciplinary Action"** means any action that can be taken on completion of /during the investigation proceedings including but not limited to a warning, imposition of fine, suspension from official duties or any such action as is deemed fit considering the gravity of the matter.

- d. **“Facilitator”** means Heads of F&A and HR of the respective ICs/Corporate Departments, where the alleged malpractice or wrongdoing would have occurred.
- e. **“Good Faith”**: A vendor shall be deemed to be communicating in ‘good faith’ if there is a reasonable basis for communication of unethical and improper practices or any other alleged wrongful conduct. Good Faith shall be deemed lacking when the vendor does not have personal knowledge on a factual basis for the communication or where the vendor knew or reasonably should have known that the communication about the unethical and improper practices or alleged wrongful conduct is malicious, false or frivolous.
- f. **“Policy or This Policy”** means “Whistleblower Policy for Vendors.”
- g. **“Protected Disclosure”** means any communication made in good faith that discloses or demonstrates information that may evidence wrongdoings as covered under Clause 4.2 of this Policy.
- h. **“Subject”** means a person or group of persons against or in relation to whom a Protected Disclosure has been made or evidence gathered during the course of an investigation under the Policy.
- i. **“Vendor”** means a person/organisation, whether or not registered in the vendor data base of the Company (including potential vendor and channel partners such as distributors, dealers, agents and other service providers) who being aggrieved, intends making a Protected Disclosure and thereafter extending whatever assistance as may be required in establishing facts mentioned in the Protected Disclosure under this Policy.
- j. **“Whistleblower”** means a vendor who makes a Protected Disclosure under this Policy.
- k. **Vendor Whistle Blower Committee” or “Committee”** means the Committee of persons who is/are nominated/ appointed to conduct detailed investigation of the disclosure received from the whistleblower and recommend disciplinary action.

4. Scope

4.1 Applicability

This policy will enable vendors to make Protected Disclosure with respect to issues covered under this Policy.

The Whistleblower’s role is that of a reporting party with reliable

information of a genuine concern. They are not required or expected to act as investigators or finders of facts, nor would they determine the appropriate corrective or remedial actions that may be warranted in a given case.

Whistleblowers should neither act on their own in conducting any investigative activities, nor do they have a right to participate in any investigative activities other than as requested by the Vendor Whistle Blower Committee.

4.2 Acts of Wrongdoings as illustrated below may include but not necessarily be limited to:

- Abuse of Authority
- Negligence causing substantial and specific danger to public health and safety
- Forgery or alteration of documents
- Unauthorized alteration or manipulation of computer files/records
- Fraudulent financial reporting including financial irregularities, including fraud or suspected fraud or deficiencies in Internal Control and check or deliberate error in preparation of Financial Statements or misrepresentation in financial reports
- Any unlawful act whether Criminal/ Civil
- Deliberate violation of law/regulation
- Pilferage of confidential/propriety information
- Pursuit of a benefit or advantage in violation of the Company's interest
- Misappropriation/misuse of Company's resources, like funds, supplies, or other assets
- Kickbacks / seeking bribes
- Theft of Cash / Goods
- Breach of confidentiality / secrecy pacts
- Harassment

4.3 Matters pertaining to the following may be excluded

- Personal grievances other than those covered above.
- Delays / Non-receipt of Payments.
- Dissatisfaction, if any, with respect to terms and conditions of the contract(s) agreed between the Company and the Vendor from time to time.

4.4 Guiding Principles

To ensure that this Policy is adhered to, and to assure that the Protected Disclosure will be acted upon seriously, the Company will:

- Ensure that the Whistleblower and/or the person processing the Protected Disclosure is not victimized for doing so
- Treat victimization as a serious matter, including initiating disciplinary action on person/(s) indulging in victimisation
- Ensure complete confidentiality
- Not attempt to conceal evidence of the Protected Disclosure
- Take disciplinary action, if any one destroys or conceals evidence of the Protected Disclosure made/to be made
- Provide an opportunity of being heard to the persons involved especially to the Subject.

5. Vendor Whistle Blower Committee (VWBC)

5.1 Composition of the Committee

The Management of Larsen & Toubro Limited is empowered to form/reconstitute the Vendor Whistle Blower Committee (VWBC), which will presently consist of the Chief Financial Officer, Compliance Officer, Head- Corporate HR and Head – Corporate Audit Services. In addition, the Heads of F&A and HR of the respective ICs/Corporate Departments, where the alleged malpractice or wrongdoing would have occurred, would act as Facilitators for the purpose of this Policy.

5.2 Responsibilities of the Committee

- Receiving and acknowledging complaints
- Sorting / Screening
- Investigation through appropriate delegation/agencies
- Recommend course of action based on investigation to management
- Prevention and redressal of whistleblower harassment
- Any other related responsibility as decided by the management from time to time.

5.3 Meetings and Records

The VWBC will maintain its records such as Agenda, Minutes of the Meeting, etc. The Secretarial assistance will be provided by Corporate Audit Services.

6. Procedure

6.1 How to report:

- A Protected Disclosure regarding perceived wrongdoing or an act for whistle blowing should be reported by a Whistleblower in writing.
- The Whistleblower must disclose his/her identity (name, address, contact phone number(s), e-mail ID) **only** in the covering letter forwarding such Protected Disclosure. In case, Whistleblower is in possession of any documents, evidence, supportings, etc., the same should be attached along with the Protected Disclosure. The Protected Disclosure along with supportings, evidences, documents, etc. attached with it must **not** carry identity of the Whistleblower.
- The covering letter along with the Protected Disclosure in sealed envelope and marked 'confidential' should be submitted at the following address by hand-delivery, courier or by post addressed to the Vendor Whistle Blower Committee appointed by the Company:

Vendor Whistle Blower Committee
Larsen & Toubro Limited
C/o Corporate Audit Services
North Block II, 3rd Floor, Gate No. 1,
Powai Campus, Saki Vihar Road,
Powai, Mumbai – 400 072

- Emails can also be sent to the email id: VWBC@larsentoubro.com.
- Upon receipt of the above Protected Disclosure from a Whistleblower, the Head-Corporate Audit Services will acknowledge (usually within 7 days from the receipt of the Protected Disclosure) the same. The VWBC will review the issue as deemed necessary and make all efforts to expeditiously look into the Protected Disclosure received from a Whistleblower.
- VWBC is not bound to take cognizance of anonymous letters. Such anonymous communications will be appropriately dealt with by the Company.
- Appropriate care will be ensured to keep identity of Whistleblower confidential. VWBC will determine whether the investigation should be done by Corporate Audit Services or the Facilitators in the respective IC / Corporate Departments where the breach has occurred.
- VWBC will detach the covering letter and forward only the Protected Disclosure to the Corporate Audit Services / Facilitators for verification of documents, evidences, etc. submitted by the Whistleblower.

- Based on the investigation, scrutiny of documents, evidences, etc., Corporate Audit Services / Facilitators will record their findings and comments in the form of a note and forward the same to the VWBC.
- On receipt of such note, the VWBC can order a detailed investigation, if deemed necessary.
- VWBC may carry out such investigation through appropriate delegation / agencies. It may engage an external consultant/ expert to assist in this matter.
- If the alleged malpractice is required by law to be dealt with under any other mechanism, the VWBC shall refer the Protected Disclosure to the appropriate authority under such mandated mechanism and seek a report on the findings from such authority.
- The VWBC will submit a written report containing the findings and action to be taken to the Executive Management Committee member in charge of the concerned IC / Corporate Department.
- The investigation shall be completed normally within 90 days of receipt of the Protected Disclosure. Extension of this period will be granted by the VWBC depending on the merits of the case.
- A summary of the cases reported under this Policy and the status of the investigation / action taken report will be placed before the Audit Committee on a quarterly basis.

7. Protection of Whistleblower

7.1 Freedom to Report

Vendors should feel free to report matters of wrongdoing to the VWBC without fear of any repercussion on themselves. The management assures maintaining anonymity of the Whistleblower at all times. The management also affirms that the Whistleblower shall be protected from unfair termination of contract and any other unfair prejudicial business practices, which the Whistleblower may face from any persons within the Company due to the act of whistle blowing.

7.2 Assurance of Protection

If at any time, Whistleblower perceives or apprehends that he is being unfairly victimized or harassed due to his/her act of whistle blowing, he/she shall have the right to approach the VWBC who will review the Whistleblower's complaint and take appropriate action, as applicable, to ensure that the Whistleblower is not so subjected to any unfair or prejudicial business practices. However, while genuine Whistleblowers

will be accorded protection from unfair treatment, any abuse of this protection will make him/her liable for disciplinary action.

8. Right to amend

The Company reserves its right to amend or modify this Policy in whole or in part, at any time without assigning any reason whatsoever.

9. Distribution to Vendors & Channel partners

Concerned functional head at the IC / SBG / BU / Corporate Department shall ensure that an approved copy of this policy and its subsequent amendments if any, are notified in writing including via email, to all the vendors and channel partners of the Company.

Glossary of abbreviations used

F&A : Finance & Accounts
HR : Human Resource
IC : Independent Company as used in Larsen & Toubro Limited
SBG : Strategic Business Group
BU : Business Unit