

**TENDER DOCUMENT FOR "FLY ASH TRANSPORTATION FROM 1200/540 ASH
SILO TO DIFFERENT BRICK PLANTS OF KORBA AREA"**

SEND YOUR OFFER WITHIN 7 DAYS THROUGH E-MAIL

To,

Head Commercial
Bharat Aluminum Company Ltd.

Commercial Office

Admin Building, 1st Floor

BALCO NAGAR **KORBA –**
495684

Chhattisgarh State

India **E-**

mail:

tender.korba@vedanta.co.in

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Attached herewith is our Tender Document for "**Fly Ash transportation from 1200/540 Ash silo to different brick plants of Korba area**"

The details are attached below:

- 1. Instruction to the Bidder.**
- 2. Offer letter.**
- 3. Scope of Work.**
- 4. Bill of Quantities.**
- 5. Contract Period.**
- 6. Contract Performance score card.**
- 7. Balco General Terms & Condition.**

We are looking forward to an extended relationship and are open to negotiate long term contracts if that is mutually beneficial.

Please note that completion of the response, in terms of the Formats to be filled and data to be furnished, will be one of the criteria for evaluation of the vendors.

We will be happy to assist you with the process. Feel free to reach out to any of the people listed below.

For Clarifications:

Commercial: Mr. Rohit Singour, Mob. No: 09179038516

Technical: Mr. Mayank Patangiwar, Mob. No: 9893110254

1) INSTRUCTION OF BIDDERS

Vedanta Resources plc (“Vedanta”) is a Company with a market cap including that of its listed subsidiaries of about \$ 50 billion. We operate across the following core business sectors: Zinc-Lead-Silver, Copper, Aluminum, Iron Ore and Energy, with operation located in geographies spanning India, Australia, UAE, Zambia, South Africa, Namibia and Ireland. Over the past 5 years the group has displayed exemplary appetite for organic and inorganic growth-with an industry leading organic growth program of \$ 20 billion nearing completion.

Bharat Aluminium Company Limited (BALCO), a Member of Vedanta India is a fully integrated Aluminium producer with an installed capacity of 245 ktpa aluminium and 810 MW of power. We are currently implementing expansion projects, which includes a 650 ktpa capacity Aluminium smelter (1st phase 3.25 ktpa) and 1200 MW Power Plant. With the completion of these projects, BALCO will have a total installed metal capacity of 1 mtpa and 2010 MW of power. Our metal business currently produces 75 ktpa rolled products & 200 ktpa wire rods & with completion of 1st phase metal expansion, rolled products & wire rods capacity shall increase to 80 ktpa & 500 ktpa respectively. Our businesses also include a coal mines and operating Bauxite mines.

What BALCO is looking forward with this contract:

- High Level of Service quality.
- 100% adherence to all the deliverables.
- Zero accidents environment.
- 100% reporting of all the near miss incidents and corrective measures for all to ensure no accident due to the unsafe conditions.
- Increased availability of all the equipments and the total system to ensure better efficiency and higher levels of productivity.
- Ensuring higher productivity per man hour by introducing better Operating Procedures.
- Introduction of innovative ideas which can save in terms of time or money.

Information / Credential of Service Providers / Bidder

The following information is Compulsory and should be furnished completed in all aspects along with your offer.

- I. Brief history of organization, along with organization chart, mentioning the Name, Designation & Tel. Nos of the contact persons in your company holding all key positions.
- II. Client list, with copies Contracts of your Top 5 clients.
- III. Banker's name and your Company's annual audited report / Balance Sheet for last 3 years.
- IV. The details of Machinery and Equipment available with you which are in working condition are to be furnished.
- V. If the space provided in the registration form is not sufficient, please attach separate
- VI. Sheets and give Annexure reference number on the attached sheet. VII. Registration Details
- VIII. Registration No. and date (Kindly attach a photocopy of registration certificate)
- IX. Membership to any body
- X. Any other Statutory Registration.
- XI. Registration details with taxation authorities:
 - a. Permanent Income Tax A/c No.
 - b. Service tax Registration
- XII. For any new agency participating first time in BALCO tendering, must register their company as new service vendor on our SRM Portal at **www.balcoindia.com/vendorzone**

2) FORMAT FOR OFFER LETTER

Head Commercial
Bharat Aluminum Company Ltd.
Commercial Office
Admin Building
BALCO NAGAR Korba
– 495684

Offer reference N.: /.....dt. **2020:**

Sir,

1. We hereby undertake to perform the scope of work as defined in the condition of Bharat Aluminum Co. Ltd., Tender Ref no:....., dated.....2020 at the prices and within the period stated in the attached schedules & in conformity with all the conditions is included therein.
2. This offer is valid for a minimum period of 90 days.
3. We agree that any Contract placed as result of this offer will be in accordance with the terms & conditions in the said offer. We declare that any other terms or conditions of the contract or any general reservations which may be printed on any correspondence of documents emanating from us in connection with tender shall not form part of any resulting contract unless specifically agreed to by BALCO and included in this contract.
4. We also enclose herewith the following documents:
 - A. Schedule of compliance with
 1. Acceptance of contract conditions.
 2. Schedule of prices (Price Formats to be completed)
 3. The offer should contain all the details like GST Tax Reg. No. etc.

B. Documents required by BALCO as mentioned in “**Instructions to Bidders**”.

M/s (Name and Address of the Company)

Signature of the authorized Signatories

3) SCOPE OF WORK:

Fly Ash transportation from 1200/540 Ash silo to different brick plants of Korba area

- 1. SCOPE OF WORK**
- 2. BOUNDARY LIMIT OF WORK SCOPE**
- 3. Scope of work for Fly Ash transportation from 1200/540 Ash silo to different brick plants of Korba area**
- 4. Terms & Condition**

Sl. No.	Detail	Unit	Quantity for 540MW (in MT)	Quantity for 1200MW (in MT)	Total quantity (in MT)
1	ASH SHIFTING TO 0-2 KM PER MT	MT	600	1400	2000
2	ASH SHIFTING TO 4-6 KM PER MT	MT	1800	4200	6000
3	ASH SHIFTING TO 6-8 KM PER MT	MT	2400	5600	8000
4	ASH SHIFTING TO 8-10 KM PER MT	MT	11400	26600	38000
5	ASH SHIFTING TO 16-18 KM PER MT	MT	750	1750	2500
6	ASH SHIFTING TO 18-20 KM PER MT	MT	5400	12600	18000
7	ASH SHIFTING TO 20-22 KM PER MT	MT	1950	4550	6500
8	ASH SHIFTING TO 22-24 KM PER MT	MT	4500	10500	15000
9	ASH SHIFTING TO 24-26 KM PER MT	MT	1200	2800	4000
10	ASH SHIFTING TO 26-28 KM PER MT	MT	3600	8400	12000
11	ASH SHIFTING TO 28-30 KM PER MT	MT	2100	4900	7000
12	ASH SHIFTING TO 30-35 KM PER MT	MT	150	350	500
13	ASH SHIFTING TO 35-40 KM PER MT	MT	150	350	500
	Total		36000	84000	120000

Scope of Work: Fly Ash transportation from 1200/540 Ash silo to different brick plants of Korba area.

- 1- Transporter must comply all the safety norms of Vedanta as defined below & comply without fail.
- 2- Hywa engaged for transportation of ash must be in well maintained condition (not older than 2 years).
- 3- Payment will be done on monthly basis & per ton basis after consolidating weighment slip from Balco weighbridge & lead of bricks plant from Balco to respective bricks plant.
- 4- Transporter must engage driver & helper with each vehicle and they must follow the safety rules of Balco.
- 5- Transporter will take slip from brick manufacturer after delivery of FLY Ash (Sign & seal of respective brick manufacture) accordingly payment will be done. No payment will be done for the trip with missing slip.
- 6- Transporter will submit every day Fly ash receiving slip by bricks plant (sign & seal) & weighment slip to user.
- 8 Diesel will be arranged by transporter for hywa/trailers.
- 9 Unloading of fly ash at bricks plant will be in scope of transporter (Manual / Automatic).
- 10 Fly Ash will be shifted on MT basis, with proper weighment at dedicated weighbridges at BALCO.
- 11 Proper clearance/permission as may be applicable /required for the above job from Govt. Authorities/Local administration (SDM, SDO, TI, RTO etc.,) is under Contractor's scope and they have to follow all the guidelines given by the Board in NOC during execution of the job.
- 12 Daily reporting of deputed vehicle and number of trips to be done to EIC. Ash will be shifted as per availability of ash in plant only.
- 13 All HR and safety rules of BALCO must be complied by vendor. Any violation to HR and safety policy and rules will not be accepted and repetition can lead to penalty.
- 14 If any spillage on road and dumping outside the designated area, Penalty of Rs. 5000/- shall be imposed per instance/per trip. It must be cleared by vendor immediately at his own cost.
- 15 All consumable like grease, hydraulic oil etc., tools & tackles to be provided by service provider without any extra cost to BALCO.
- 16 During Transportation of Fly Ash any damage of self-property or others property will be responsibility of service provider and to be repaired/replaced at the risk and cost of contractor.
- 17 Entire responsibility lies with the contractor for any accident during the contract period time and Contractor has to pay all the liability against occurrence of incident during execution of job.
- 18 Payment shall be made based on monthly basis. Service provider has to submit log details duly signed by respective Sift in-charge. The log format has to be followed & will be provided by EIC at the beginning of contract. Same has to be made & followed by the service provider.
- 19 Vendor will submit everyday report Balco EIC.
- 20 Water sprinkling will be done by vendor during ash filling on Hywa while water supply will be ensured by Balco.
- 21 Transporter must ensure all ash transportation will be done with fully covered with tarpauline. Drivers must use lifeline arrestor to cover the vehicles inside plant. Driver must be provided with required safety jacket for this by vendor.
- 22 All vehicles movement inside plant must be done as per defined plant logistics from vehicle entry to exit.
- 23 Vendor will follow Gate pass procedure for Hywa operator and helper.

- 24 All vehicles should be enable with GPS tracker and its information to be shared with EIC as required.
- 25 Ash will be sent through auto NRGp basis.
- 26 Vendor must register its vehicles as per Balco rules for entry inside plant. It is to be done by vendor at security gate and all vehicle related documents copies to be submitted there. And, also the same to be provided to EIC in soft copy.
- 27 After PO Punch Balco will confirm the distance of each brick plants with a mutual visit of Balco technical, commercial, Finance team and Vendor.
- 28 Ash shifting will be done on A and B shift only.
- 29 Tare and load Weighment will be done on Balco weighbridge.
- 30 Monthly forecasting of ash shifting will be done vendor with coordination brick plant and submit tentative plan to Balco EIC.
- 31 Vendor will ensure to place supervisor at Balco gate to manage the traffic inside and outside plant and to plan the ash transportation.
- 32 Vendor ensure all PPE s for drivers/helpers, wheel stopper & camera's (front/rare) in all deployed Hywa /Dumper for transporting ash.
- 33 Vendor has to shift 10000 MT per month Fly Ash else penalty clause will be applicable. Any hindrance is to be informed to Balco in advance and same will be agreed by Balco.
- 34 Below penalty clause will be applicable for this contract:-
 - a. If any spillage on Road and dumping outside the designated area, penalty of Rs.5000/- shall be imposed per instance.
Penalty percentage will be 10% over the unexecuted monthly quantity.
 - b. Penalty rate will be Rs. 100 per MT (irrespective of distance)

The below mentioned is the process required to enter the Ash vehicles inside Balco plant for getting Ash load from silo.

- 1) The transporter is to be registered in plant portal with below details:
 - a) Company full name
 - b) Owner name
 - c) Phone No.
 - d) Email ID
 - e) Address
- 2) All the transporter vehicles are to be registered in plant portal with following documents for single time:
 - a) Original RC papers
 - b) Original Insurance paper
 - c) Original Fitness certificate
 - d) Original Road Tax paper
 - e) Original Pollution certificate
 - f) Original Driver License with that particular vehicles
- 3) Then the issued RFID tag are to be pasted in the windshield of vehicle.
- 4) Supervisors of particular transporter must be present outside plant to teach and regulate the movement of vehicles moving inside plant.

Rules which are to be followed by vehicle transporter for entry inside plant are as follows:

- 1) Zero tolerance in no go criteria points.
 - a) Back and front indicators must be working
 - b) Wiper must be working
 - c) Headlight and tail light must be glowing
 - d) Main horn must be working
 - e) Back horn must be working
 - f) Back camera must be present in working condition

- g) Tyres must not be in damaged condition
 - h) Double vipers must be present in vehicles.
 - i) All tyres nuts must be tighten
- 2) Safety belt of vehicle must be used by driver.
 - 3) No reversing allowed inside plant.
 - 4) Drivers not allowed to climb on vehicle inside plant.
 - 5) Drivers and supervisors must have basic PPEs (Helmet, Reflecting Jacket, Safety shoes, Mask)
 - 6) Breakdown repair work must be done only after taking permission of Incharges.
 - 7) Drivers must not be sleeping inside plant.
 - 8) Drivers are not allowed to come down of vehicles without any major reason and must not roam inside plant.
 - 9) Drivers must operate their vehicles as per instruction of plant operators/ Incharges.

All the movement instruction as per situation will be given to supervisors/ transporter in person when they will be present at site.

Exceptions for penalty clause:-

Monthly quantity is 10000 MT to shift. So per day quantity will be approx. 385 MT ($=10000/26$; consideration of 26 working days)

Penalty clause will not be applicable in monsoon period.

Vendor will take daily requirement one day prior from Brick plants and submit to Balco EIC.

Conditions :- 1. In case ash requirement for particular date will be less than 385 MT then the remaining quantity will be deducted from penalty clause quantity i.e. 10000 MT.

2. In case ash requirement for particular date will be more than 385 MT then vendor has to shift the required quantity. This extra quantity will be adjusted to reduce the impact of point 1.

3. In case break down at Balco system or any other reason for non-supply of ash attribute to Balco then ash requirement of particular date will be less from 385 MT at this scenario the remaining quantity will be deducted from penalty clause quantity i.e. 10000 MT.

Daily requirement will be reconcile on monthly basis quantity i.e. 10000 MT.

TERMS & CONDITIONS:-

1. Payment Terms: 95 % payment along with 100% taxes and duties after submission of Monthly RA bill duly certified by EIC. The payment shall be made within 30 days from the date of submission of invoice.

& balance 5% shall be withheld as security deposit and the same shall be released upon completion of completion of work OR vendor will submit the 5 % SDBG of contract value at the start of contract in Balco's standard format which will be valid till completion of contract with a claim period of 3 months

Wage liability clause: Not applicable.

2. Mobilization time: Within 05 Days from the date of receipt of PO.

3. Completion Period: Within 12 Months

4. In case of PME required then cost will be in Balco's scope

5. Vendor has to ensure all the safety measure during job and Vendor has to provide all the PPEs as per job requirement.

6. Required Manpower, resources, tools & tackles & Consumables shall be provided by Contractor
7. Diesel will be provided by vendor. Diesel Storage, filling arrangement and Dispenser will be in Vendor's scope.
8. PPE's, ESI, EPF and other statutory will be in Contractor scope.
9. Necessary Gate Pass approval shall be in Vendors scope.
10. **Price Basis:-** above quoted prices are based on Diesel Price. Ash shifting cost will have escalation and de-escalation as per varying diesel cost. Thus, weekly average Diesel Price Variation Clause is applicable on Variable cost which is Diesel as per attached sheet formula.

Diesel % over ASH shifting unit price will be confirmed by vendor. Diesel base rate and base diesel date will be confirmed by vendor.

Vendor will confirm below Diesel related point:

Diesel % over ASH shifting unit price is:

Base diesel rate is Rs. /-

Weekly average of diesel price will be considered for Diesel Escalation & De-escalation clause.

11. Penalty:--

- i) If any spillage on Road and dumping outside the designated area, penalty of Rs. **5000/-** shall be imposed per instance.
- ii) Delivery is the essence of the contract and hence delivery should be made within given time frame. Any delay in delivery will be subject to liquidated damages (l.d.) @ **0.5%** of unexecuted / undelivered order value for delay per week subject to a maximum of **5%** of unexecuted / undelivered order value.
12. **Sales Tax:-** GST will be extra as applicable subject to documentary evidence.
13. NOC (no objection certificate) from all the concerned local admin./govt./statutory authorities or whoever as per required norms, Will be arranged/produced by vendor at their cost, prior to the start of execution of work.
14. The Service Provider shall particularly take care of all types of coordination required with local civic, government authorities etc. for ensuring smooth progress of the work.
15. Service Provider shall not be entitled to any adjustment of the unit rate and/or Contract Price on grounds of misinterpretation or misunderstandings under this clause.
16. For all technical clarifications the Service Provider shall report to the Company's Engineer-in-charge. All works shall be carried out to the satisfaction of the Company and as stipulated in this contract.
17. If the Company is exposed to additional costs, due to reasons attributable to the Service Provider, such additional costs will be to the account of Service Provider at actual.

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1. In the Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"Affiliate" shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management of the company, partnership or other person in question, and "controlled" shall be construed accordingly;

"Agreement" shall mean the Agreement between the Company and the Service Provider to which this Schedule is attached.

"Contractor's Personnel" or "Personnel" shall mean all personnel provided by the Contractor Group in connection with the performance of this Contract, including, without limitation, those referred to in the Scope of Work;

"Data" means all reports, studies, designs, data and other information and materials as may be prepared, created or developed by the Service Provider Group in the course of provision of Services and/or as a result of the Services or in accordance with this Agreement;

"Fees" shall mean the prices and/or rates payable by the Company in respect of the Services and/or as specified in the relevant Purchase Order.

"Purchase Order" shall mean the document recording the specific Services to be carried out under this Agreement, from time to time.

"Site" shall mean the operating site or any other place where the Contractor/Service Provider is performing the Services and/or any supporting activity in respect thereof;

1.2. Unless otherwise stated, any and all references in the Agreement to Clauses are references to the Clauses of the Agreement.

1.3. The headings in the Agreement are used for convenience only and shall not govern or affect the interpretation of the Agreement.

1.4. Words denoting the singular shall include the plural and vice versa, where the context requires.

1.5. Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any reenactment or amendment thereof for the time being in force.

1.6. Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

2. SCOPE OF CONTRACT

- 2.1.** The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the Company in accordance with Clause 19 (Termination) below.
- 2.2.** Subject to the provisions of this Agreement, the Parties agree that upon request of the Company in terms hereof, the Service Provider shall perform the Services at such locations and for such periods as may be agreed with the Company.
- 2.3.** From time to time, the Company may issue a Purchase Order to the Service Provider. In such case, the terms and conditions of this Agreement shall apply to each such Purchase Order as if repeated in total.
- 2.4.** The Service Provider shall commence the Services on the scheduled commencement date stated under this Agreement or in the relevant Purchase Order and shall continue such Services for the Term or the duration of the Purchase Order as applicable unless terminated earlier in accordance with terms and conditions hereunder. Each Purchase Order is subject to agreement on a case by case basis.

3. SERVICES

- 3.1.** The Service Provider shall perform the Services with all due skill, care and diligence in a safe, competent and timely manner and in accordance with the requirements of the Agreement and/or the relevant Purchase Order. If Company notifies the Service Provider of any defect in the performance of the Services, the Service Provider shall rectify such defect at its own expense.
- 3.2.** Except to the extent that it may be legally or physically impossible, the Service Provider shall comply with the Company's instructions and directions in all matters relating to the Services consistent with the provisions hereunder.
- 3.3.** The Service Provider shall agree with the Company in the relevant Purchase Order from time to time as regards the personnel who will perform the Services and shall:
- (a) only provide such Personnel who possess appropriate experience, skills and qualifications necessary for the Services to be performed in accordance with this Agreement;
 - (b) not remove or replace such Personnel without the prior written consent of the Company (not to be unreasonably withheld); and
 - (c) nominate a senior manager or director of the Service Provider to have overall responsibility for the provision of the Services in terms stated under this Agreement and/or the relevant Purchase Order, which person shall attend any meetings with the Company on reasonable prior notice.
- 3.4.** Without prejudice to any other rights of the Company under the Agreement or at law, if the Service Provider fails to perform the Services in accordance with the provisions of this Agreement, the Company may use alternative means to perform the Services, by giving a prior written notice of 30 (thirty days) to the Service Provider and the Service Provider shall be liable for any additional cost incurred by the Company in using such alternate means.

4. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

4.1. The Service Provider represents and warrants that:

- (i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to perform the Services as detailed in this Agreement and as may be necessary to perform its obligations hereunder in a professional manner.
- (ii) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.
- (iii) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.
- (iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.
- (v) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.
- (vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.
- (vii) It shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.
- (viii) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;
- (ix) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (IPR) (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Company, for use related to the Services, and that any IPR provided by the Service Provider shall not infringe the IPR of any third party;
- (x) The Service Provider represents that there is no inquiry/ investigation pending by the police against the Service Provider or its employees. The Service Provider undertakes that it will confirm at his own cost and expense and shall comply in all respect with the provisions of Government Authority applicable to the Service Provider and /or to the Service Provider's employees;
- (xi) The Service Provider shall be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of any vehicle for performing the Agreement and any toll charges or entry Taxes payable locally and the Service Provider accordingly indemnifies Company against all such liability.
- (xii) The Service Provider has sufficient resources available to respond to emergencies/ incidents, which may occur along established transportation routes. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. Company shall have no liability whatsoever.

4.2. Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

5. SERVICE PROVIDER'S PERSONNEL

5.1. Service Provider's Personnel – General

5.1.1. The Service Provider shall, at its expense, provide and keep available for the Services, the Service Provider's Personnel.

5.1.2. The Service Provider shall ensure that the Service Provider's Personnel shall be sufficient in number and quality to carry out the Services in accordance with the terms and conditions of the Contract and will be suitably qualified and medically fit and certified, if necessary, to perform the tasks required to complete the Services.

5.1.3. Without prejudice to the generality of Clause 5.1.2, the Service Provider shall ensure that the Service Provider's Personnel are experienced and qualified for the Services they are required to carry out hereunder, to a standard not less than that required by the Contract and that which may from time to time be required by the relevant Government authorities and in accordance with good industry practice.

5.1.4. In relation to any member of the Service Provider's Personnel expected to make, in the Company's sole opinion, significant technical contribution to the Services, the Service Provider shall submit full particulars, in the form of a resume, of the qualifications and experience of such member to the Company prior to that member of the Service Provider's Personnel starting any part of the Services. No such member may start any part of the Services unless the Company's written approval has been given. The Service Provider shall submit resumes of any other member of the Service Provider's Personnel assigned to the Services on written request by the Company.

5.1.5. The Company reserves the right to reject any member of the Service Provider's Personnel, prior to that member commencing any part of the Services.

5.2. Removal of Personnel

The Company may, at any time after the commencement of the Services and at its sole discretion, direct the Service Provider in writing to remove any member of the Service Provider's Personnel from the Site. The Service Provider shall immediately comply with such direction and shall, as soon as reasonably practicable, replace, or procure the replacement of, such person with another person suitably qualified and acceptable to Company. The Service Provider shall bear the costs of any such removal and replacement.

5.3. Adjustment to the Service Provider's Personnel

The Service Provider shall not at any time without the Company's prior approval increase or decrease the number of the Service Provider's Personnel.

5.4. Passports and Visas

5.4.1. The Service Provider, if applicable, shall be responsible and bear the cost of obtaining all visas and entry or other permits (including clearance from the Ministry of Home Affairs and immigration authorities, if applicable) required to enable the Service Provider's Personnel to proceed to and work at the Site. The

Company may, at the Company's sole discretion, endeavor to assist the Service Provider to obtain such visas and permits.

5.4.2. The Service Provider's Personnel shall have such documents on their person when rendering services and shall make the same available for inspection by any Government Authority, if required.

5.5. Drugs and Alcohol

Neither the Service Provider nor any of the Service Provider's Personnel (including sub-contractors) shall, except for bona fide medical purposes, keep, sell, barter, give, dispense or otherwise dispose of any drugs or alcoholic liquors to any person at the Site or permit the same to be done by any person. Alcohol shall not be permitted at the Site save in a form generally used in medicine and forming a bona fide constituent of a medical kit. The Company's Representative reserves the right to search the property and person of any member of the Service Provider's Personnel to ensure compliance with the provisions of this Clause 5.5 (Drugs and Alcohol). The Company's Representative may at his absolute discretion prohibit any member of the Service Provider's Personnel to go on to the Site or other facility in the control of Company, or may require such person to leave the Site where he has reasonable grounds to suspect non-compliance with the provisions of this Clause 5.5 (Drugs and Alcohol).

6. FEES

6.1. The Company shall pay for the Services performed in accordance with the prices as per Attachment 2 to Schedule I and/or rates specified in the relevant Purchase Order.

6.2. In case of contingency assignments, the agreed fees for such onetime Services shall be payable on completion of the relevant assignment as per the terms agreed under this Agreement and/or the relevant Purchase Order.

7. SERVICE PROVIDER'S GENERAL OBLIGATIONS

7.1. The Service Provider shall, and the Service Provider shall ensure that its employees and representatives shall, in performing its obligations under this Agreement, comply in all respects with all relevant laws, statutes, regulations and orders for the time being in force.

7.2. Where any of the Service Provider's employees or representatives, including employees or representatives of its subcontractor/(s), if any, is/are present at any of the Company's premises for the purposes of this Agreement, the Service Provider shall at all times remain solely responsible for the conduct (including any misconduct) and safety of such employee/(s) or representative/(s).

7.3. The Service Provider shall not, in performing its obligations under this Agreement, hold itself out or permit any person to hold it out as being authorized to bind the Company in any way and will not commit any act which might reasonably create the impression that it is so authorized.

7.4. The Service Provider shall ensure that it has in place and maintains in place for the duration of this Agreement sufficient insurance to comply with all applicable laws and to cover its potential liabilities under this Agreement and shall provide evidence of such insurances to the Company on request. The Service Provider undertakes that such insurances shall contain waivers of any rights of recourse including, in particular, subrogation rights against the Company arising out of or in connection with the performance of this Contract to the extent of liabilities assumed by the Service Provider hereunder;

7.5. Notwithstanding the provision of the information by the Company, the Service Provider shall be deemed to have satisfied itself in respect of all relevant matters pertaining to the Services, including, but not limited to, the Scope of Work, the nature of the Services, access to the site, local facilities, climatic, sea, other water and weather conditions, working hygiene and working environment conditions and/or all other matters which may affect the performance of the Services. Any failure by the Service Provider to take into account any of the aforementioned matters shall not relieve or excuse the Service Provider from any of its responsibilities, liabilities or obligations hereunder or entitle the Service Provider to any extra payment.

7.6. The Service Provider shall not subcontract any of its obligations under this Agreement without the prior written consent of the Company. The Service Provider shall not be relieved from any of its obligations or liabilities under the Agreement by virtue of any subcontract and the Service Provider shall be responsible for all Services, acts, defaults or omissions of its subcontractors (and its or their employees and consultants) as though they were the services, acts, defaults or omissions of the Service Provider.

7.7. In performing the Services, the Service Provider shall:

- (a) give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are available on terms equal or better than imported goods with respect to the timing of delivery, quality, quantity required, price and other terms;
- (b) subject to Clause 7.5, employ Indian subcontractors having the required skills or expertise to the maximum extent possible insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no such subcontractors are available, preference shall be given to non-Indian subcontractors who utilise Indian goods to the maximum extent possible, subject to the proviso in Clause 7.7 (a) above; and
- (c) subject to Clause 7.5, co-operate with and assist Indian companies as subcontractors to enable them to develop skills and technology to service the petroleum industry.

7.8. The Service Provider shall maintain proper and accurate records in relation to the Services and shall provide copies of the same to the Company on request. The Company (or its appointed representative) shall have the right to audit the relevant books and accounts of the Service Provider in relation to any reimbursable charges paid for by the Company under this Agreement. Such audit right shall survive for a period of 2 (two) years following the expiry or termination of the Agreement. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.

8 INTELLECTUAL PROPERTY RIGHTS

8.1. If the Services performed or provided under the Agreement and/or Purchase Order involves a patent, copyright, trademark, or proprietary information (IPR) Intellectual Property Right, the Service Provider hereby grants the Company Group a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge.

8.2. The Company is the sole owner of IPR in anything developed and delivered under this Agreement / Purchase Order. Service Provider shall provide at the Company's reasonable request any documentation necessary to confirm Company's ownership interest in such intellectual property rights. Service Provider shall retain ownership of any intellectual property rights vested in Service Provider prior

to this Agreement or created by Service Provider outside of its performance of this Agreement during the term of this Agreement.

8.3. Service Provider shall at all times be responsible for, shall release and shall defend, protect, indemnify, hold harmless and defend Company Group, from and against any Claim by a third party for infringement of any IPR which may arise out of the Services performed and/or provided by Service Provider.

8.4. For the purposes of this clause, Intellectual Property Rights includes but is not limited to all vested, contingent and future intellectual property rights including: (i) all inventions, compounds, compositions, substances, methods, processes, techniques, know-how, technology, data, information, discoveries, and materials including ideas, concepts, formulas, assays, practices, software, devices, procedures, designs, constructs, plans, applications, research, regulatory information, manufacturing process, scale-up and other technical data, reports, documentation and samples, including chemical, physical, analytical, safety, manufacturing and quality control data and information, as well as study designs and protocols; and any Patents, trade secrets, confidential information, proprietary processes, or industrial rights directly or indirectly deriving therefrom; (ii) all trademarks, service marks, copyrights, designs, trade styles, logos, trade dress, and corporate names, including all goodwill associated therewith; and (iii) any work of authorship, regardless of copyrightability, all compilations and all copyrights and includes also includes any inventions, made, to be made, discovered, conceived or reduced to practice whether or not patentable.

9 OWNERSHIP OF DATA

9.1 All Data shall be the property of the Company from the date of its creation or development including all Intellectual Property Rights thereto and the Company shall, accordingly, have unfettered right and authority to dispose of, alienate or transfer all Data. No Data created or developed by the Service Provider under this Contract shall become the property of the Service Provider; provided that the risk and responsibility for the loss of, or damage to, any Data shall remain with the Service Provider until delivery of such Data to the Company.

9.2. All Data shall be fit for the purposes specified in the Contract.

9.3. All items created or developed by the Service Provider outside the Contract shall remain the property of the Service Provider, provided that the Company shall have the right to use any such item where it is provided to the Company as part of the Services.

9.4. Notwithstanding anything to the contrary contained in this Contract, it is hereby agreed between the Parties that any Intellectual Property Rights arising out of, from or in relation to this Contract including those created during the course of performance of the Contract, shall belong to and vest in the Company and in this regard, the Service Provider hereby waives any right, title or interest in the same.

10 INDEMNITY

10.1. The Service Provider shall defend, indemnify and hold the Company, its directors, officials & employees etc., harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the

Company arising out of or in connection with the performance by the Supplier of its obligations under this Agreement.

10.2. The Service Provider shall be liable for and shall defend, indemnify and hold the Company its directors, officials & employees etc., harmless from and against and all claims in connection with any breach, infringement (whether actual or alleged) of Confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this Agreement by the Service Provider.

10.3. This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Company may be entitled to.

10.4. Company shall have the right to retain/ withhold out of any payment, to be made to the Service Provider, an amount sufficient to indemnify it completely against any such third-party claims and all associated costs.

10.5. It is the express intention of the Parties hereto that the provisions of this Agreement / Purchase Order shall exclusively govern the allocation of risks and liabilities of the Parties, it being acknowledged that the Agreement reflected herein has been based upon such express understanding. It is acknowledged that the compensation payable to Service provider supplier as specified in this Agreement and/or applicable Purchase Order has been based upon the express understanding that risks and liabilities shall be determined in accordance with the provisions of this Agreement and/or applicable Purchase Order.

11 LIMITATION OF LIABILITY

11.1. Except as may be otherwise provided in this agreement, in no event shall either party be liable to the other, whether arising under contract, tort (including negligence), strict liability or otherwise, for any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

11.2. The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, misrepresentation, death or personal injury.

12 PAYMENT

12.1. In addition to any requirements set out in the relevant Purchase Order, if any, each invoice shall:

- (a) be in duplicate;
- (b) bear the Contract Number stated on the cover sheet to the Agreement;
- (c) state the name, e-mail address, mobile telephone number of the Company's Representative; and
- (d) be accompanied by supporting evidence and itemized in accordance with the Company's requirements.

Invoices to the Company shall be sent to the address set out in the Agreement. Service Provider must ensure that all invoices for services performed or goods delivered are submitted to the Company within 90 days.

Specifically, the Service Provider shall submit the following information/ documents to the Company unless specifically exempted by the Company representative in writing:

(i) Latest tax residency certificate of the Service Provider as issued by the tax / revenue authorities of Service Provider's country of residence, stating specifically that the Service Provider is tax resident of country as mentioned in such tax residence certificate.

(ii) Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,

(iii) Copy of registration certificates under applicable Indian tax/other laws including but not limited to GST, Excise, import export code etc., as applicable.

(iv) Copy of the withholding tax certificate issued by Indian tax authorities, enabling the Company to make payments to the Service Provider after deduction of such taxes as per prescribed rate in the withholding tax certificate.

12.2. The Company shall make payment of a correct invoice within 45 days of receipt to the Service Provider's nominated bank account. Any invoice not complying with the provisions of this Agreement will be returned by the Company and the Service Provider shall submit a rectifying invoice.

(a) the Company makes payment of any undisputed portion of the invoice and notifies the Service Provider of the disputed amount within 45 days of

(b) if the dispute is resolved in favor of the Service Provider, the Company shall pay the disputed amount within fifteen (15) days of the date of the resolution of the dispute or forty-five (45) days of receipt of the invoice, whichever is later.

12.3. The Company may dispute any amount on an invoice and withhold the disputed amount provided that:

receipt of the relevant invoice; If the dispute is resolved in favor of the Company, the Service Provider shall forthwith issue a credit note for the disputed amount.

12.4. The Company shall be entitled to set-off / adjust / deduct from any invoice under this Agreement, any payment due from the Service Provider to the Company or any of its Affiliates.

13 PERFORMANCE BANK GUARANTEE

13.1. The provisions of this clause shall be applicable only in those cases wherein the Service Provider is required to furnish a performance bank guarantee as per the terms and conditions of this Agreement.

13.2. The Service Provider shall furnish, within 7 days of execution of this Agreement, and irrevocable Performance Bank Guarantee of such value as may be mutually agreed between the parties. The Performance Bank Guarantee so furnished by the Service Provider shall be released upon successful completion of the obligations of the Service Provider in terms of the Agreement after the Company duly submits a certificate to the effect that there are no claims against the Company from any of its vendors, subcontractors and/or any other third party, including but not limited to the Service Provider's employees, engaged in performance of the obligations of the Service Provider under the Agreement. If requested by the Company, the Service Provider agrees to extend the validity period of the Performance Bank Guarantee or to issue a further Performance Bank Guarantee in the event that the duration of this Agreement is for any reason extended beyond such validity date.

13.3. The Service Provider shall renew the Performance Bank Guarantee fifteen (15) days prior to the date the Performance Bank Guarantee expires ("Expiry Date") in case of any extension to the Term. If the

Service Provider does not submit to the Company a renewed Performance Bank Guarantee fifteen (15) days prior to the Expiry Date, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement Performance Bank Guarantee for the equivalent amount.

13.4. The Service Provider shall renew the Performance Bank Guarantee or otherwise submit an additional Performance Bank Guarantee, as duly required by the Company, on account of change in the Agreement value pursuant to a variation or amendment to the Agreement, within fifteen (15) days of being so notified by the Company. If the Service Provider does not submit to the Company a renewed Performance Bank Guarantee or an additional performance bank guarantee, as the case may be, within the said period of ten (10) days, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement performance bank guarantee(/s) for the equivalent amount.

13.5. In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Agreement to draw on the Performance Bank Guarantees under the following circumstances:

- i) failure by the Service Provider to supply the Services in accordance with the Agreement resulting in termination; or
- ii) failure by the Service Provider to duly perform any of its obligations under this Agreement; or iii) Any valid claim made by the Company accruing due to any acts/omission of the Service Provider and the Service Provider fails to pay the Company for such a claim immediately upon such demand.

13.6. The provision and maintenance of the Performance Bank Guarantee by the Service Provider in accordance with the terms of the Agreement shall be a condition precedent to any payment by the Company to the Service Provider.

13.7. If the Service Provider fails to provide, maintain or renew the Performance Bank Guarantee in accordance with the terms of the Agreement, then the Company may, without prejudice to any other rights and remedies to which it may be entitled to, invoke the Performance Bank Guarantee and/or terminate the Agreement forthwith by written notice.

13.8. In addition to the other circumstances specified in this Agreement, Company has the right to draw down all or part of the value of the Performance Bank Guarantee and, at Company's discretion, apply the proceeds in remedying any breach by Service Provider of this Contract. Such recourse against the Performance Bank Guarantee shall be without limitation to any other right or remedy of the Company in relation to the relevant Service Provider breach.

14 SPECIFICATION VARIATION

14.1. No adjustment to the Scope of Work, the Specification, the prices and/or rates set out in Compensation Schedule or the Completion Date (or any other date specified in the Agreement for performance by the Service Provider) shall be valid unless a variation order has been issued in writing by the Company (a "Variation Order").

14.2. The Company may at any time issue a Variation Order to the Service Provider requiring the Service Provider to alter, amend, omit, add to, accelerate, reprogrammed or otherwise vary any part of the Scope

of Work or Purchase Order and/or the Specification. Upon receipt of a Variation Order the Service Provider shall proceed immediately as instructed, and any necessary adjustment to prices and/or rates or dates for performance shall be subsequently made in accordance with Clause 14.3 below.

14.3. Where the Company has issued a Variation Order in accordance with Clause 14.2, the Parties shall use all reasonable endeavors to agree on fair and reasonable adjustments to the prices and/or rates and/or dates for performance, which shall, to the extent possible, be based on the existing prices and/or rates and/or dates for performance specified in the Agreement. Such adjustments shall be recorded in a further Variation Order.

14.4. Notwithstanding anything contained in this Clause 14, if the parties fail to mutually arrive at the terms of the Variation Order, then the decision of the Company shall be final and binding and the Service Provider shall be required to carry out its obligations under the Contract, including the execution of variation in works, as proposed by the Company.

15 ADVANCE BANK GUARANTEE

15.1. The provisions of this clause shall be applicable only in those cases wherein the Service Provider is required to furnish an advance bank guarantee as per the terms and conditions of this Agreement.

15.2. The Service Provider shall furnish an irrevocable, unconditional bank guarantee equivalent to 100% of the Advance Payment, from a scheduled bank acceptable to the Company (acting reasonably) and in the form attached as Attachment 3 to Schedule I (Advance Bank Guarantee) or otherwise approved by Company and shall be valid till the expiry of the Contract to be paid by the Company to the Service Provider as per the terms and conditions of the Contract as security for the Advance Payment made by the Company to the Service Provider and to secure all other obligations of the Service Provider under this Contract (the "Advance Bank Guarantee") as a condition precedent to the release of Advance Payment.

15.3. The Service Provider shall renew the Advance Bank Guarantee ten (10) days prior to the date the Advance Bank Guarantee expires ("Expiry Date") in case of any extension to the Term. If the Service Provider does not submit a renewed Advance Bank Guarantee ten (10) days prior to the Expiry Date, with the Company, the Service Provider shall have the right to immediately draw down complete Advance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement Advance Bank Guarantee for the equivalent amount.

15.4. The Service Provider shall renew the Advance Bank Guarantee or otherwise submit an additional Advance Bank Guarantee, as duly required by the Company, on account of change in the Contract Value or in case of any upward revision to the Advance Payment, pursuant to a variation or amendment to the Contract, within ten (10) days of being so notified by the Company. If the Service Provider does not submit to the Company a renewed Advance Bank Guarantee or an additional advance bank guarantee, as the case may be, within the said period of ten (10) days, the Company shall have the right to immediately draw down the complete Advance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement advance bank guarantee(s) for the equivalent amount.

15.5. In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Agreement to draw on the Advance Bank Guarantees under in the following:

- i) failure by the Service Provider to perform the Services in accordance with terms and conditions of Service Provider, to the satisfaction of the Company; or
- ii) Any inadequate adjustment of the Advance Payment; or
- iii) failure by the Service Provider to duly perform any of its obligations under this Agreement; or iv) any valid claim made by the Company accruing due to any acts/omission of the Service Provider and the Service Provider fails to pay the Company for such a claim immediately upon such demand.

15.6. If the Service Provider fails to provide, maintain or renew the Advance Bank Guarantee in accordance with the terms of the Agreement, then the Company may, without prejudice to any other rights and remedies to which it may be entitled to, invoke the Advance Bank Guarantee and/or terminate the Agreement forthwith by written notice.

16 TAXES

16.1 Definitions

For the purposes of this Clause 16 (Taxation):

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;
- (c) "Goods & Services Tax" or "GST" shall include Central Goods & Service Tax ("CGST"), State Goods & Service Tax ("SGST"), Integrated Goods & Service Tax ("IGST"), Union Territory Goods & Service Tax ("UTGST") & GST Compensation Cess.

16.2 Person Responsible for payment of Taxes

16.2.1 Taxes General

Except as may be expressly set out in this Contract, the Service Provider shall be responsible for:

- (a) the payment of all Taxes now or hereafter levied or imposed on the Service Provider or its subcontractors or on the Service Provider's Personnel or its subcontractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Service Provider or its subcontractors (hereinafter referred to as "Personal Income tax");
- (b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Service Provider or its subcontractors (hereinafter referred to as "Corporate Income tax");
- (c) the payment of all GST now or hereafter levied or imposed by any Government Authority on the supply of goods or services, if any, provided to the Company by the Service Provider or its subcontractors;
- (d) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, sold to the Company by the Service Provider or its subcontractors (hereinafter referred to as "Sales tax/VAT/CST");

(e) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, manufactured by the Service Provider or its subcontractors for sale to the Company (hereinafter referred to as "Excise Duty"); and

(f) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Service Provider or its subcontractors as a result of the performance of this Agreement.

16.2.2 Exception to General:

Prior to commencing the Services, the Service Provider shall notify the Company whether or not it has Fixed Establishment in India. If the Service Provider notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Service Provider under this Agreement shall be paid by the Company directly to the relevant Government Authority.

16.2.3 Reimbursement of Taxes to the Service Provider

It is acknowledged that responsibility for payment of Taxes to the Government Authority will be governed as per Clause 16.2.1 and 16.2.2, the Service Provider will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Agreement.

16.2.4 Pricing

The Parties agree that details of Taxes included in, or excluded from, the Service Provider's prices and/or rates shall be as stated in the Compensation Schedule to the Agreement and nothing in this Clause 16 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

16.3 Withholding taxes and Withholding certificates

16.3.1 The Company shall, at the time of its payments due to the Service Provider, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Service Provider shall produce to the Company any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Service Provider to receive the payments under the Agreement for a prescribed period without deduction of any tax or deduction at a lower rate.

16.3.2 The Company shall provide the necessary withholding tax certificates to the Service Provider within the time stipulated by the relevant law to enable the Service Provider to file the same with the Government Authority as a proof of payment of such taxes.

16.4 Person Responsible for filing of returns / information to Government Authorities

16.4.1 The Service Provider shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax, GST, Sales tax and Excise Duty) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

16.4.2 The Service Provider shall also ensure that its subcontractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

16.4.3 The Company, with respect to the tax withheld from the Service Provider in accordance with Clause 16.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

16.5 Company's rights, if treated as representative assesses by Government Authorities

In certain situations, a Government Authority may treat the Company as the representative assesses of the Service Provider and/or its subcontractors and recover the Taxes due to the Government Authority by the Service Provider or its subcontractors from the Company. In such situations, the Company shall have the following rights:

(a) The Company shall be entitled to recover from the Service Provider, the Taxes paid on behalf of the Service Provider or its subcontractors (together with any costs and expenses incurred by the Company in connection therewith) or to retain the same out of any amounts to be paid to the Service Provider or its subcontractors that may be in its possession (whether due under this Agreement or otherwise) and shall pay only the balance, if any, to the Service Provider; and

(b) If the Company is required to furnish any details or documents in such capacity, the Company shall request the details or documents to be furnished to it by the Service Provider and the Service Provider shall immediately furnish the same to the Company. If the Service Provider fails to comply with the foregoing, any penalty/interest levied on the Company for non-filing or late filing of details or documents in this regard shall be recoverable from the Service Provider.

16.6 Indemnity-

The Service Provider shall defend, indemnify and hold the Company Group harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any Taxes which may be levied or imposed on the Service Provider or its subcontractors by any Government Authority arising out of or in connection with the performance of this Agreement.

16.7 Changes in Law

If, after the date of execution of this Agreement, there is any change in law, excluding any change(s) as result of interpretation by competent authority, tribunal & Court, which results in a change in the rate of any Tax included in the Service Provider's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Service Provider of performing this Agreement then the Parties shall

agree to a revision in pricing to reflect such change provided that:

(a) the Party requesting such revision shall promptly (and in any case prior to submission of the Service Provider's final invoice under this Agreement) but not later than 07 (seven) business days notify the other Party that such change in law has arisen; and

(b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and

(c) the provisions of this Clause 16.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

16.8 GST Compliances by Service Provider

16.8.1 Notwithstanding anything contained hereinabove, the Service Provider shall strictly and in a timely manner, adhere to and undertake all acts, omissions and compliances required under the applicable GST laws to ensure that the Company is able to avail the Input Tax Credit/set off/rebate/refund of the GST (along with cases and surcharges, if relevant) as applicable on the Services or any supplies if applicable made by the Service Provider under this Agreement to the fullest extent possible under law. In this regard, without limiting the generality of the foregoing obligation in any manner whatsoever, Company reserves the right to specify to the Service Provider, particulars including but not limited to the following:

- (a) whether Service Provider should charge IGST or CGST-plus-SGST;
- (b) GST registration number of the Company;
- (c) whether the Service Provider should be responsible to generate the E-Way Bill;
- (d) the format of invoices/credit and debit notes/advance receipt vouchers;
- (e) the requirement for maintenance of a 'GST compliance rating score' above a specified threshold; etc. and
- (f) the relevant timelines for such compliances based on the applicable GST laws.

16.8.2 The Service Provider acknowledges that any failure in the foregoing obligations (including undertaking the ones specifically instructed by the Company, if any) can cause significant losses to the Company in the form of loss of GST credit, statutory interest liability on such credit loss (under applicable GST laws) and adverse impact on the 'GST compliance rating score' and thus, undertakes to carry out this foregoing obligation with sincerity, due diligence and without any delay or demur.

16.8.3 The Parties agree that the Company reserves the right to reimburse the GST component on supplies received only when the corresponding credit has become available in the electronic credit ledger of the relevant GST registration of Company.

16.8.4 Without prejudice to any other indemnification obligation under this Agreement, the Service Provider agrees to, at all times, to hold harmless and indemnify Company from and against all claims, liabilities, expenses, proceedings, costs and losses that may be suffered or incurred by Company which may arise out of or in connection with any failure by the Service Provider to adhere to its obligations including but not limited to its obligations under Clause 16.8.1 above. In this regard, the Service Provider also hereby indemnifies Company from any costs, claim or liability arising out of any claim or action or omission by any employee or consultant or agent or outsourced staff or subcontractor of the Service Provider.

16.9 PAYMENT OF ROYALTY ON MINERALS

The Contractor / Service Provider will purchase the material used for execution of contract, from the Government authorized parties only. It shall be the sole liability of the contractor to pay all royalties due, as per the applicable Rules and regulations, as amended and notified from time to time by the Appropriate Government, in respect of the minerals / materials which are being bought and used for the purposes of execution of this contract. The contractor shall produce royalty clearance certificate from the Competent Authority as proof of payment of royalty. In no event shall any liability in this regard be put on the company. Any default with respect to payment of royalty or non-production of royalty clearance certificate on the part of the service provider/contractor would count as a breach of the terms and conditions in the contract and the company shall have the right to immediately terminate the contract

and to recover the outstanding amount of the royalty along with interest from Service Provider / contractor.

17 MOST FAVOURED CUSTOMER CLAUSE

If Company obtains a quote from a competitor of the Service Provider to provide Services or similar services on longer payment terms or for fees that are less than the Fees in effect under a Contract, taking into account discounts, rebates and any other conditions with economic value to Company, Company may notify the Service Provider of the same in writing and request that the payment terms be extended and/or the price is reduced under such Contract to meet such quote. Within 10 (ten) Business Days of receipt of such notice, the Service Provider shall advise Company in writing whether it will meet such quote. If the Service Provider elects not to meet such quote, or fails to respond in a timely manner, then Company may terminate such Contract by providing a minimum of 7 (seven) days' prior written notice to the service Provider.

18 SUSPENSION

18.1 Suspension without Cause

18.1.1 Notwithstanding anything contained herein to the contrary, the Company shall have the right, without cause, at any time to require the Service Provider to suspend the Services (or part thereof) under this Contract by giving a prior written notice to the Service Provider.

18.1.2 The Company shall not be liable to make any payments of whatsoever nature during the Suspension Period pursuant to Clause 18.1.1.

18.2 Suspension Due to Default

18.2.1 If the Service Provider is in breach of any of its obligations under this Contract (including, without limitation, any breach of provisions/policies relating to health safety and environment), the Company shall, subject to Clause 18.2.2, be entitled to immediately suspend the Services by written notice to the Service Provider until such time as such breach has been remedied by the Service Provider, in which case no rates or other amounts shall be payable to the Service Provider in respect of such period of suspension.

18.2.2 Except in the case of a breach which in the reasonable opinion of the Company is likely to endanger the safety of any persons or property, the Company shall, prior to issuing any suspension notice pursuant to Clause 18.2.1, notify the Service Provider of the breach. Following receipt of such notice, if the Service Provider fails to immediately commence and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction, the Company may issue the suspension notice pursuant to Clause 18.2.1.

19 TERMINATION

19.1. Notwithstanding anything contained herein to the contrary, the Company may immediately terminate all or part of this Agreement/Purchase Order as under:

(i) by a written notice to the Service Provider in case of any breach of the terms of this Agreement by Service Provider and has failed to remedy such breach within 30 days from receiving notice from the Company.

(ii) if Service Provider (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;

(iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;

(iv) if Service Provider is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than thirty (30) days, then Company may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Service Provider accrued prior to the date of such termination.

19.2. Notwithstanding anything contained herein to the contrary, the Company may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Service Provider fails to obtain any approval required under the terms of this Agreement.

19.3. Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

19.4. Upon termination, the sole liability of the Company towards the Service Provider under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Service Provider till the date of termination.

19.5. In the event of Service Provider's breach of its obligations hereunder, no payment shall be due by the Company in respect of such services under the Agreement/Company order.

20 COMPANY'S RIGHT ON TERMINATION FOR DEFAULT

20.1 In case of a termination for default in terms of Clause 19, the Company shall have the right to have completed either by the Company Group or any other third party, the services that the Contractor would have been obliged to perform immediately prior to the termination ("Incomplete Works").

20.2 The Company shall be entitled to recover from the Contractor any additional cost incurred by the Company for procuring the services for the Incomplete Works which are in excess of the amount the Company would have paid the Contractor for the same work, had the Contract not been terminated, including all reasonable costs incurred by the Company as a result of such termination ("Additional Costs"). The Company shall have the right to recover such Additional Costs either directly from the Contractor and/or by invocation of Performance Bank Guarantee and/or by deducting such Additional Costs from any monies due to or that becomes due to the Contractor under the Contract.

20.3 In addition, if such termination occurs prior to mobilization, then no advances, payments or fees of whatsoever nature shall be payable to the Contractor, or, if already paid by the Company, then any such advances, payments or fees shall be repaid by the Contractor to the Company.

21 CONSEQUENCES OF TERMINATION

In the event of termination under any provision of this Contract, the Service Provider shall:

- a) promptly cease performance of the Services (or relevant part thereof) and, as directed by the Company, clear all unnecessary Service Provider's Equipment and Service Provider's Personnel from the Site;
- b) allow the Company all necessary rights of access to the Site to take over the Services (or relevant part thereof);
and
- c) if, and to the extent, requested by the Company assign any subcontracts or other rights and titles relating to the Services (or relevant part thereof) which the Service Provider may have entered into or acquired.

22. CONFIDENTIALITY

22.1 The Company and the Service Provider shall keep any information which either Party learns about or receives from the other pursuant to this Agreement in strict confidence and will not disclose the same to any third party without the prior written consent of the other Party. The foregoing restriction shall not apply in respect of information which the Company requires to disclose for the purpose of performing Services or which was in the possession of the disclosing party prior to this Agreement or which is required to be disclosed by any law, rule or regulation of any governmental agency or court order or information which was already within the public domain or which was developed by either Party, independently of and without reference to the Confidential Information and the receiving party has evidence of such independent development. The provisions of this clause shall survive the expiry of termination of the Agreement for a period of 3 years.

The Service Provider shall not disclose such Information(s) to any potential subcontractors until such time and in manner agreed by Company in writing. The decision of the Company will be final and binding on the Service Provider in this regard. The Service Provider shall use best endeavors to prevent the authorized disclosure of the all information hereunder. Where any information is required to be disclosed under Clause 22.1, the Service Provider shall give prompt notice to the Company and shall use its best commercial endeavors to limit the extent of any such disclosure.

23. Data Protection

23.1. Where necessary to enable the Service Provider to perform the Services, Company may provide the Service Provider with, or the Service provider may have access to, information relating to an identified or identifiable individual ('personal data').

23.2. In making personal data available to the Service Provider , the Service Provider and the Company confirms that both the Parties have complied with applicable data protection law ('Data Protection Law') and all other Applicable laws (including the European Union's General Data Protection Regulations and the SPDI Rules in relation to the personal data.

23.3. The Service Provider agrees that when processing personal data on Company's behalf in the performance of the Services the Service Provider will:

- (a) only process personal data on Company's documented instructions save where required by law or the order of competent court or tribunal;

(b)ensure that personal data is processed in accordance with applicable Data Protection Law and any other Applicable laws, and to notify Company if an instruction infringes any law to which we are subject; (c)take all reasonable steps to ensure that the personal data is protected against misuse and accidental loss or disclosure, and from unauthorized or unlawful processing, destruction or alteration, and in case of any personal data breach (as defined by applicable Data Protection Law) the Service Provider will notify the Company without undue delay upon becoming aware of it; (d) not sub-contract our processing of personal data (save that the Service Provider may subcontract and, in doing so, transfer personal data, to the authorized personnel with prior written approval of the Company in other jurisdictions, or third parties who are bound by appropriate confidentiality and security obligations consistent with the terms of this clause; (e) only disclose personal data to its authorized personnel to the extent that they have a need to know for the purpose of providing the Services and are subject to appropriate obligations of confidentiality; (f) answer Company's reasonable enquiries to enable Company to monitor the Service Provider's compliance with this clause and provide Company with reasonable assistance to enable Company to comply with applicable Data Protection Laws.

23.4. Where the Service Provider process personal data that originates from a jurisdiction where the applicable Data Protection Law requires additional safeguards to be put in place for the protection of that data, or the Service Provider transfer personal data from such a country, or third parties in accordance with clause 23.3 (d)) the Service Provider agree to take such steps as Company reasonably require, including entering into contractual clauses to meet the requirements of applicable Data Protection Law.

24. NOTICES

24.1. Any notice or other communication required or given under this Agreement shall be delivered in writing either by hand or by courier, registered mail with acknowledgment due, e-mail (e-mail shall be considered as delivered once received by the receiving party) or fax to the address of the relevant Party set out in the Agreement (or such other address as may be notified by the relevant Party from time to time).

24.2. If a notice is delivered by hand or courier during normal business hours of the intended recipient, it shall be deemed to have been received at the time of delivery otherwise on the next business day of the recipient. A notice sent by facsimile shall be deemed to have been received at the time when the sender's facsimile machine acknowledges transmission provided however that if the time of acknowledgement of transmission is after 5.00pm on a business day of the recipient it shall be deemed to have been received on the next business day of the recipient.

24.3. All notices or other communications between the Parties shall be in the English language.

25 GENERAL LEGAL PROVISIONS

25.1 The Company shall be entitled to assign this Agreement to an affiliate/subsidiary or on giving written notice to the Service Provider. Save as aforesaid, the Service Provider shall not be entitled to assign this Agreement or any part or any benefit or interest in or under it without the prior written approval of the Company which the Company may at its sole discretion accept or refuse.

25.2 This Agreement shall not be amended or modified except by mutual agreement in writing between the Parties.

25.3 This Agreement and the all Schedules and Attachments annexed hereto contains the whole agreement between the Parties relating to the subject matter of this Agreement, and supersedes any previous understandings, commitments, agreements, correspondences or representations in respect of the subject matter. No terms or conditions endorsed upon, delivered or contained in Service Provider's quotation, acknowledgement or acceptance of the Agreement, specification or similar document will form part of the Agreement and Service Provider waives any right it otherwise might have to rely on such terms and conditions. No variation to any terms or conditions of this Agreement shall be valid unless expressly agreed in writing by both parties.

25.4 No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Agreement shall be interpreted as a waiver of such terms and conditions.

25.5 Nothing in this Agreement shall, or shall be deemed to, create an agency, a partnership, a joint venture, an association or a relationship of employer and employee, principal and agent or master and servant between the Parties. For the avoidance of doubt, nothing in this Agreement shall prevent or restrict the Company from entering into parallel Agreements with other parties for services similar or related to the Services.

25.6 Unless otherwise specifically stated, both the Company and the Service Provider shall retain all rights and remedies, both under the Agreement and at law, which either may have against the other.

25.7 The Service Provider shall comply with all safety instructions of the Company consistent with the provisions of the Agreement including, without limitation, the safety instructions of any of the Company's other Service Providers. Such instructions shall, if the Service Provider so requires, be confirmed in writing by the Company's Representative, so far as practicable.

25.8 The Service Provider shall not be entitled, without the written consent of Company, to make any news release or public announcement concerning the subject matter of the Agreement or to refer to the Company, use its name or logo, in print or electronic forms for marketing or reference purposes.

25.9 If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

25.10 The provisions of this Agreement are solely for the benefit of the Parties. No other person are intended to have, nor will have, any rights whatsoever, under this Agreement, whether for injury, loss or damage to person(s) or property or for economic loss.

25.11 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will constitute one and the same instrument.

26. FORCE MAJEURE

26.1. For the purposes of this Agreement, “Force Majeure” means the occurrence of any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party, has a material and adverse effect on the performance by that Party of its obligations under or pursuant to this Agreement, and that demonstrably could not have been foreseen by the Parties; provided, however, that such material and adverse effect could not have been prevented, overcome or remedied by the affected Party through the exercise of diligence and reasonable care; but provided, further, that the exercise of diligence and reasonable care will not include the obtaining or maintaining of insurance beyond the requirements of this Agreement.

26.2. Subject to clause 26.1 hereinabove, Force Majeure includes without limitation, the following events and circumstances, but only to the extent that each satisfies the above requirements as provided under Clause 26.1; (a) Act of God, (b) fire, flood, earthquake, epidemic, pandemic, natural disaster or extreme natural event (c) war, riot, insurrection, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 26 any direction, judgement, decree or any other order passed by any judicial/quasi-judicial/administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party or (e) any event owing to any restrictions, directives/directions imposed or passed by the government, judicial, quasi-judicial authorities if they impede or delay the performance of the Agreement (Force Majeure Events).

26.2.1 FORCE MAJEURE EXCLUSIONS:

Force Majeure will expressly not include the following conditions, except and to the extent that they result from an event or circumstance otherwise constituting Force Majeure:

- (i) unavailability, late delivery or changes in cost of machinery, equipment, materials, spare parts or consumables;
- (ii) prevailing weather conditions at the place of performance of the services/works, including during monsoon periods;
- (iii) failure or delay in performance by any Subcontractor;
- (iv) normal wear and tear or flaws in materials and equipment or breakdowns in equipment.
- (v) any labor unrest/strikes or any other event of the like nature caused by the Service Provider (which includes its subcontractors) shall not be considered as a force majeure occurrence

26.3. In the event of a Force Majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify in writing to the other party without delay but not later than fifteen (15) business days on the initiation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. Provided, however, that the occurrence of such an event would entitle the parties to renegotiate the time frame for performance of the respective obligations, taking into consideration the nature of such event. . In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay. If the said notice is not received by the other party within fifteen (15) business days, after the party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non-receipt.

26.4. Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. Upon the cessation of the event of Force Majeure, the

party declaring Force Majeure shall immediately but not later than three (3) business days give notice thereof to the other party.

26.5. Neither Party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof. The costs associated with taking all steps required to mitigate the effects of the Force Majeure Event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable shall be borne by the respective parties.

27. BUSINESS ETHICS

27.1. The Service Provider shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.

27.2. The Service Provider shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf.

27.3. The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Antibribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_december_2016.pdf), the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act 2015 as may be amended from time to time and in case of breach thereof, the same shall be treated as a breach of this Agreement.

27.4. The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under this clause.

27.5. The Company shall have a right to initiate "audit proceedings" against the Service Provider to verify compliance with the requirements under this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Service Provider shall extend full cooperation for smooth completion of the audit mentioned herein.

27.6. Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination in case, it is found that the Service Provider has failed to comply with requirements under this clause including any corrupt practices. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider.

27.7. If at any time during execution or performance of this Agreement the Service Provider becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Service Provider must report the same immediately to the Group Head-Management Assurance at the following address:
Group Head – Management Assurance,
Vedanta, 75 Nehru Road
Vile Parle (E), Mumbai 400 099
'Complaints' can also be sent to the designated e-mail id:
sgl.whistleblower@vedanta.co.in

28. GOVERNING LAW AND DISPUTE RESOLUTION

28.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of _____, India. Subject to Clause 28.2 below, the parties submit to the exclusive jurisdiction of the courts of _____, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Contract.

28.2. Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation by meeting(s) between senior management representatives of each Party. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

i (i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than ₹ 50,00,000 (Rupees Five Million Only) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

ii (ii) The language of the mediation and arbitration proceedings shall be English. The seat and venue of arbitration shall be _____, India.

iii (iii) The award made in pursuance thereof shall be final and binding on the parties. The right to arbitrate Disputes under this Agreement shall survive the expiry or termination of the Agreement.

28.3. It is clarified that the Services under the Agreement shall be continued by the Service Provider during the arbitration proceedings unless otherwise directed in writing by the Company.