

Service	Desc	Qty for 2 Units	UOM
SAI811415040025	Hydro test	2	NO
SAI811418040012	Radiography of HP Joints	3000	EA
SCV721532080002	Insulation removal, refixing & sheet	1000	M2
SCV721534020005	Boiler First pass scaffolding	8200	M3
SEI811017030140	DP Test of HP Joints	2000	EA
SHS761016060012	First pass jet cleaning	2	EA
SME701717050014	Replacement HP pipe lines up to id 50 m	200	M
SME701717050016	Lp Pipe Line Replacemnt upto 100 mm	600	M
SME701717050018	Replacement HP pipe lines up to id 100m	300	M
SME701717050019	Inspection and repair of supports /hang	2	EA
SME721510010026	Stress Relieving of HP Weld Joints	30	EA
SME721510010027	Seal Trough repairing	2	EA
SME721510010028	Boiler External and internal cleaning	2	EA
SME721510010029	Servicing of Dampers	64	EA
SME721510010030	Servicing of Gates	60	EA
SME721510010031	Drum & IBD tank internal inspection	2	EA
SME721510010032	Refractory works	30	MT
SME721510010033	APH Basket Replacement	4	SET
SME721510010034	Duct repairing/ Place Replacement	50	EA
SME721510010035	Mill discharge & inlet pipes replac	60	EA
SME721510010036	Repairing of Expansion Joints	16	EA
SME721510010037	Coal Burner Servicing	32	EA
SME721510010038	Thickness survey and reporting	2	EA
SME721510010039	Shielding of pr parts	4000	EA
SME721510010040	APH Support Brg. Replacement	4	EA
SME721510010041	APH Guide Brg.Replacement	4	EA
SME721510010042	Repair/replacement of gun assembly	16	EA
SME721510010045	Cleaning of RH and SH coils	2	EA
SME721510010046	Repair of SADC dampers and duct area	4	EA
SME721510010047	LTSH Coil Repair work	420	EA
SME721510010048	DP, PSH, FSH,PRH,FRH,RRH panels OH	370	EA
SME721510010050	Economiser Coils Repair work	780	EA
SME721510020001	Bellow installtion	12	EA
SME721510020002	Damper installation	8	EA
SME721513030034	Painting of fans & its structure	12	EA
SME721540550020	Pent house/dead chamber/doghouse ash cl	2	M2
SME721541050004	Servicing of Control valves size 2"	24	EA
SME721541050008	Servicing of Control valves size 8"	8	EA
SME721544020009	Coal bends Replacement	24	EA
SME721545010147	Overhauling of Esp fields	2	EA
SME721545010157	Overhauling/ Inspection of FD fans	4	EA
SME721545010158	Overhauling/ Inspection of ID fans	4	EA
SME721545010159	Overhauling/ Inspection of PA fans	6	EA
SME721545010160	Overhauling/ Inspection of Seal Air fan	8	EA
SME721545010161	Overhauling/Inspection of Scanner Air	4	EA
SME721545010167	Wall Sootblowers Overhauling	72	EA
SME721545010188	LRSB Overhauling	56	EA
SME721545010191	Overhauling of coal feeders	8	EA
SME721545010301	Replacement of insulation	1000	EA
SME721545010309	Repl. Of ID Fanshaft/Impeller	4	SET
SME721545010388	Overhauling jobs in Mills	8	FT2
SME721545010405	Repair of Esp hoppers	20	EA
SME731521080107	Servicing of Air Pre heater	4	SET
SME731521120048	Servicing of safety valves size 2"	20	EA
SME731521120074	Replacement of Valves (LP)size 2"	20	EA
SME731521120080	Globe/Gate/NRV valves 8"	20	EA

SME731521120081	Replacement of Valves (HP)size 8"	20	EA
SME731521120082	Replacement of Valves (HP)size 2"	40	EA
SME731521120084	Globe/Gate/NRV valves 2"to 8"	20	EA
SME731521120086	Replacement of valves (LP) size 8 "	20	EA
SME731811040047	Painting of ESP structure	2	M2
SME731819010040	Fins welding & RM Welding	1200	LSM
SME731819030001	welding of HP joints	6000	EA

<u>Term & condition</u>	
1	Tractor/ Truck/ Hywa and Hydra will be contractor scope.
2	All consumable will be in contractor scope(like gasket, rope, silicon, shim, gas, welding M/c, cleaner, diesel etc.)
3	All PPE will be contractor scope.
4	One year guarantee for each & every repaired job, from the date of lit up after the completion of the Overhauling. It means if any breakdown will come on particular repaired equipment then service provider will attend the same at free of cost basis.
5	Scrap shifting on daily basis will be in contractor scope. If contractor will not shift the material than balco will shift the material & cost will be deducted by the contractor final bill with deduction of penalty also.
	5% of the total bill will be hold for the cleaning of the site. It will be release after total cleaning & scrap shifting from the site.
6	Balco will provide only spares.
7	In painting Job, Paint, red oxide, thinner will provided by balco.
8	Co. must be lisenced for NDT services
9	All Safety Norms n Compliances as per BALCO

	Scope of work for Overhauling
A	Water washing internal
	External
	Internal Second pass
B.	Steam Drum
1	Take the permit with drain condition & mechanical isolation.
2	Manhole open
3	Cooling
4	Internal cleaning
5	Drum internal inspection
6	Cyclone separator inspection
7	Perforated plate inspection
8	All stub joint to be radiographed
9	Manhole close
C.	IBD Tank
1	Manhole open
2	Internal inspection
3	Manhole close
D	Economiser bank
1	Manhole open
2	Old CAVT Screen removal
3	Scaffhold erection in Eco hopper
4	Thickness survey in coil ,visual inspection
5	Tube replacement
6	Old damage shileld removal & New shield fixing, Repairing of casset baffels.
7	Scaffolding removal
8	Manhole close
E	LTSH Bank
1	Manhole open.
2	Scaffhold erection in LTSH sreen Tube & LTSH lower bank.
3	Old CAVT Screen removal.
5	Thickness survey in coil.
6	Tube replacement.
7	Old damage shileld removal & New shield fixing.
8	New CAVT screen fixing.
F	Final SH & Horizontal pass WW screen tube.
1	Scaffhold erection in WW sreen Tube up to top roof.
2	Old damage shield removal.
3	Thickness survey in coil & WW tubes, visual inspection.
4	Tube replacement based on thickness survey report.
5	Old front ww screen bends replacement.
6	New shield fixing on all tubes.
7	Fin welding.
8	Old Refractory removal.
9	New Refractroy Fixing.
10	Horizontal pass sealing by special sealing method in front & rear screen tube at hrizentol bed.

11	Scaffolding removal .
G	Final RH ,Platen RH& 1st WW screen
1	Scaffhold erection in palten SH & final RH screen glary up to top roof.
2	Cleaning of Final reheater & platen reheater coils.
3	Thickness survey in both the coils.
4	Tube & bends replacement.
5	Old Refractory removal at side corners of goose neck, patch welding at any holes.
6	New Refractory Fixing.
7	Scaffolding removal .
H	Furnace(1st pass)
1	Scaffolding erection 1st Pass.(scaffolding will be contractor scope).
2	Mobilisation from their store to site and site to store in contractor scope.
5	Tube Inspection and repair- demetering, visual test, replacement
3	Safety person will be contractor scope.
I	Jet Cleaning + water washing
	Scaffolding where ever required will be in contractor scope.
	High pressure jet pump will be in contractor scope.
J	Divisonal panel,platten SH
1	Scaffolding erection in divisonal panel & palten SH at glary & at different elevation of Panel tube up to top roof.
2	Cleaning of coils.
3	Tubes Inspection demetering, visual inspection.
4	All bends replacement.
5	All locking tube replacement.
6	Stress relieving
7	Radio graphy
8	Scaffolding removal .
K	Water wall
1	Scaffolding near the all soot blower area gallry, near the all coal nozzles at different elevation.
2	Thickness survey of water wall tubes & Coal nozzle box area.
3	Replacement of Tubes based on thickness survey report.
4	Refractory at soot blower area from inside.
L	Radiant RH
1	Scaffolding near the radiant reaheter bends at inside & outside of the furnace.
2	Insulation removal at inlet of tubes.
3	Thickness survey of the bends & inlet of RH tubes.
4	Tube replacement based on thickness survey report.
5	Refractory fixing.
M	Dog house
1	Ash removal.
2	Internal membrane inspection & leakage point inspection.
3	All leakage to be attend by welding
4	Sealing to be provide by the "Air Seal tecnology" near the buck stay.

5	Internal refractory work to be done.
6	Door sealing condition
N	Pent house
1	Take the permit.
2	Ash Removal (check the ash temp return with 40 deg.)
3	Pent house sealing by "Air Seal technology"
4	Roof casing repair
5	Boiler support hanger inspection and correction
6	Insulation at Header & pipes.
7	Furnace test.
8	Again attend the identified leakage points.
9	Headers inside,outside
10	Insulation inspection
11	Header-stub tube welding
12	Hanger support device welding
O	Coal pipe, burner
1	Shift all coal nozzle with tip to 9m platform.
2	Take the permit.
3	Dismantle the coal nozzle from the position.
4	Clean the coal nozzle thoroughly.
5	Check if Nozzle is damaged then do the replacement with new one.
6	Check the coal nozzle tip & replace it with new one.
7	Check the inside freeness of the link & do the proper lubrication.
8	Assemble the assembly in location.
9	Connect the link with coal nozzle.
10	Check the freeness of all corner installation.
11	If every corner freeness is ok then connect all the corner.
12	Take the trial
P	Coal outlet elbow, pipe repair.
1	Shift the material at site up 0 meter.
2	Remove old bend from the position.
3	Shift the new bend up to the location.
4	Weld the bend with the pipe.
5	Ensure the welding should be proper (i.e. the welding with chipping)
6	Give the proper support to the pipe line & bend.
7	Check the leakage with furnace test.
Q	HFO,LDO Burner
1	HFO,LDO oil gun removal
2	Barrel casing, internal inspection
3	HFO,LDO nozzle inspection
4	HFO,LDO gun installation
W	Seal trough
1	Take the permit with mechanical isolation.
2	Scaffolding installation
3	Ash removal from the seal box.
4	Damage expansion seal Plate cutting & removal.

5	Plate replacement with new one & bolting to be done with HT bolts.
6	Water flushing & cleaning of seal box.
7	Refractory to be done below the box area & doors.
8	Inspect the seal support if damage than replace with new one.
9	Water leakage test.
10	Scaffolding removal.
11	Painting seal & slag conveyor.
X	Soot Blower (WSB & LRSB O/H)
1	Take the permit with electrical & mechanical isolation.
2	Drain Oil of Soot blower gearbox.
3	Dismantling of all the parts.
4	Cleaning of all the parts with diesel.
5	Lapping of poppet valve & its leakage test.
6	Reassembling of the soot blower.
7	Change the oil in gear box & do the greasing in different parts.
8	Check the nozzle condition & change it (if required)
9	Reinstall at position
10	Give clearance for the electrical connection & limit switch setting.
11	Trial and correction
12	Painting & nos. to be written on every soot blower.
Y	APH O/H (A & B side)
1	Take the permit with electrical & mechanical isolation.
2	Preparation of all Materials
3	Water washing
4	Insulation removal
5	Door opening
6	Basket Removal
7	APH internal casing, center section repairing, Support replacement with new one.
8	Basket fixing
9	seal removal
10	Internal Inspection
11	Support & guide bearing inspection
12	Outer casing repairing
13	Top casing near guide brg area leakages to be attend
14	scaffolding fixing
15	Gear box inspection
16	rotor alignment
17	Seals replacement
18	scaffolding removal
19	Manhole closing
20	Soot blower overhauling
21	APH Hopper Welding
22	Running condition
23	Painting gear box & its structure, Guide bearing housing, Support bearing Housing, Manhole doors (Hot End & Cold End).

Z	ESP
1	Take the permit with all electrical & mechanical isolation.
2	Preparation of all Materials.
3	Internal Cleaning .
4	Cone insulator checking & replacement (if required).
5	GD screen inspection& its replacement.
6	Support correction & its replacement (if required).
7	CERM rapping mechanism checking & replacement(if required).
8	Gap checking between the collecting electrodes.
9	Gap checking between the emitting electrodes.
10	Hopper Welding.
11	Hopper internal support checking & welding as per the requirement.
12	ESP fludising pad Inspection & replacement.
13	ESP fludising pad purging line Inspection or replacement(if required).
AA	Drain valve (64 nos)-(Both WSB MOV-2 nos, Both WSB Ctrl-2nos., Both APH SB MOV-2nos.,Both APH SB Ctrl-2nos, Down commmer drain vlv-8 nos, WSB drain vlv-6 nos, WW drain vlv-32 nos, back pass drain vlv- 10nos.
1	Take the permit with electrical & mechanical isolation.
2	Dismantling of all the parts.
3	Check all the part & replace the damage parts(if any required).
4	Clean all the parts with rust remover.
5	Check the body seat (if damage than replace the valve immediately).
6	Check the stem plug & its surface condition.
7	If the all parts are ok than check the blue matching.
8	Blue matching should be more than 90%.
9	Replace the gland seal & pressure seal ring.
10	Box up the whole assembly.
11	Remove the scrap from the site.
AB	FRS & Attenuation:- Both MS by pass valve(2 nos),FRS 100% MOV(1 nos),FRS 70% MOV(2 nos), CV(1 nos),FRS 30% MOV(2 nos), CV(1 nos),Both SH 1st stage attenuation C/V(2 nos),Both SH 1st stage attenuation MOV(2 nos),Both SH 2nd stage attenuation C/V(2 nos),Both SH 2nd stage attenuation MOV(2 nos),Both Reheater attenuation Control valve(2 nos),Both CBD ctrl valve(2 nos)
1	Dismantling of all the parts.
2	Check all the part & replace the damage parts(if any required).
3	Clean all the parts with rust remover.
4	Check the body seat (if damage than replace the valve immediately).
5	Check the stem plug & its surface condition.
6	If the all parts are ok than check the blue matching.
7	Blue matching should be more than 90%.
8	Replace the gland seal & pressure seal ring.
9	Box up the whole assembly.
10	Remove the scrap from the site.

AC	Start up vent & EBD:- (Both Reheater attemptreion MOV(2 nos),EBD primary & secondary valve(2 nos), MS Start-up vent MOV(4 nos), HRH Start-up vent MOV(4 nos),Both MS STOP VV(2 nos)
1	Dismeltaling of all the parts.
2	Check all the part & repelace the damage parts(if any required).
3	Clean all the parts with rust remover.
4	Check the body seat (if damage than repelace the valve immedeatly).
5	Check the stem plug & its surface condition.
6	If the all parts are ok than check the blue matching.
7	Blue matching should be more than 90%.
8	Replace the gland seal & pressure seal ring.
9	Box up the whole assembly.
10	Remove the scrap from the site.
AD	SAFETY VALVES:-Both MS safety vlv(2 nos), Both Drum Safety vlv(2 nos), Both HRH Safety vlv(2 nos), Both CRH Safety vlv(2 nos), S/B Safety vlv(2 nos)
1	Take all the reading before dismentling of the safety valve.
2	Dismentel the safety valve.
3	Clean all the parts with rust remover.
4	Check all the parts conditions(if damage repalce with new one).
5	Check the body seat condtion & its thickness(mini 0.65mm).
6	Check body plug(Replace with new one if required).
7	Check lower ring & its locking pin.
8	Check Upper ring & its locking pin.
9	Check safety valve lift.
10	Check the stem & its run out.
11	Check disc holder(if damage the replace with new one).
12	Check the blue matching of the valve & it should be more than 80%.
13	If blue matching is not as per the desire level than do the lapping as per the surface condition.
14	Again check the blue matching if every thing is ok then box up valve.
15	Check the previous readings during box up.
16	Note down the final readings.
AE	Primary air fan(A,B,)
1	Take permit with elecrical & mechanical isolation.
2	Motor Decoupling.
3	Coupling spacer, bolt inspection.
4	Bearing replacement with new one.
5	Bellow replacement, alignment.
6	IGV, link,bearing,gland Overhauling.
7	IGV bearing repalcement & box up IGV.
8	Fan Outlet & APH inlet damper flap inspection and replacement.
9	Silincer cleaning with air.
10	Oil filling more than 85%.
11	Alingenment
12	Motor & shaft coupling
13	elecrical connection

14	Cooling water line fixing & its drain checking.
15	Painting of the Fan.
AF	Forced Draft fan(A,B)
1	Take permit with electrical & mechanical isolation.
2	Motor Decoupling.
3	Coupling spacer, bolt inspection.
4	Bearing replacement with new one.
5	Bellow replacement, alignment.
6	IGV, link,bearing,gland Overhauling.
7	IGV bearing replacement & box up IGV.
8	Fan Outlet & APH inlet damper flap inspection and replacement.
9	Silencer cleaning with air.
10	Oil filling more than 85%.
11	Alignment of fan shaft coupling & motor shaft coupling.
12	Motor & shaft coupling
13	electrical connection
14	Cooling water line fixing & its drain checking.
15	Painting of the Fan.
AG	Primary air fan(C)
1	Take permit with electrical & mechanical isolation.
2	Bearing inspection gap,pinch check & replacement.
3	Bellow replacement,alignment.
4	IGV, link,bearing,gland inspection
5	In,outlet damper flap inspection and replacement
6	Trial.
7	Painting of the Fan.
AH	Scanner air fan(A,B)
6	Silencer cleaning with air
1	Take permit with electrical & mechanical isolation.
2	Dismantling of the fan.
3	Scanner air fan(A,B) - Impeller check, filter cleaning.
4	Box up the whole assembly.
5	Painting of the Fan.
AI	Seal Air fan(A,B)
1	Take permit with electrical & mechanical isolation.
2	Bearing inspection gap,pinch check(replace if required).
3	Both filter cleaning, alignment.
4	IGV inspection,link check.
5	Inlet & Outlet Damper flap inspectionr flap inspection.
6	Painting of the Fan.
AJ	Induced draft fan(A/B) overhauling
1	Take permit with electrical & mechanical isolation.
2	Motor Decoupling.
3	Coupling spacer, bolt inspection.
4	Bearing replacement with new one.
5	Bellow replacement, alignment.
6	IGV, link,bearing,gland Overhauling.

7	IGV bearing repalcement & box up IGV.
8	Fan Outlet & APH inlet damper flap inspection and replacement.
9	Silincer cleaning with air.
10	Oil filling more than 85%.
11	Alingenment of fan shaft coupling & motor shaft coupling.
12	Motor & shaft coupling
13	elecrical connection
14	Cooling water line fixing & its drain checking.
15	Painting of the Fan.
AK	ESP Inlet damper(A,B),APH Flue gas damper(A,B),APH Secondery damper(A,B),
1	Damper Checking & its replacement.
2	Shaft Checking & repalcement(if required).
3	Bearing checking & replacement if required.
4	Shaft Checking & repalcement(if required).
5	Sahft & damper locking with HT bolts.
6	stuffing box back plate reparing & new gland replacement.
7	Damper casing leakage arrest
AL	Ducts cleaning,inspection and repairs.
	ECO hopper ,Ash cleaning & removal,repair, support checking & replacement,Eco to APHduct,APH to ESP Duct,ESP to IDFAN Duct ,ID FAN to Chimney Duct ,FD FAN to APH,APH to boiler,APH to Mill Ducts,APH primary air gate(A,B)
32	Material shfting from the store.
33	Old material removal.
34	New structural steel fixing at position.
35	During Furnace test identified points to be attended.
36	Gentated scrap to be shifted to the scrap yard.
37	Rest of the material reture to the store.
AM	APH to ESP bellow installeition(APH to ESP ducts, APH inlet & out, PA Fan Out let.
1	Old Bellow Removal.
2	Cleaning of same area.
3	New frame fixing.
4	Installeition of Bellow.
5	End Joint fixing.
6	Cleaning of the same old remove area & shifting to the scrap yard.
AN	Coal feeders
45	Internal coal removal
46	Belt, Idle roller inspection & replacement
47	Bearing replacement & greasing,
48	Gate telfon roller inspection & replacement
49	scraper repair & replacement
50	Gear box- Dismount, seal retainer replacement
51	Agitqtor- Rmoveing tool making
52	Door- Sealing rope replacement
AO	Coal Mill

54	Cleaning All mill area air blowing
55	Mill inneting stm MOV(4 nos)-Inspection & replacement(new)
56	Discharge & center pipe-Patch welding
57	Reject gate & door- Removal and repair,rope replacement
58	Accumacator- Nitrogen filling, replacement
59	Hydro stainless pipe - Clamping & replacement
60	Hydro cylinder - Inspection & repair
AP	Hydro station
62	Hydro,reject pump coupling inspection
63	Oil filtering & replacement
64	Tank cleaning
65	Hydro,reject duplex filter cleaning
66	Cooler cleaning
67	Hydro suction filter replacement
AQ	Gear box
69	Internal inspection & cleaning
70	Lube oil filter cleaning & replacement
71	Header supply & return v/v installation
72	Lube oil cooler supply & return v/v replacement
73	Seal air chamber Gap reduce & plate welding modification
74	Bottom seal Bottom seal Rope replacement
AW	Hot air duct Internal cleaning
76	Internal leakage arrest
77	Rupture disc replacement
78	Coupling(motor,gear box)Bolt & rubber cussion inspection & replacement
79	Alignment
80	Internal inspectionCleaning
81	Roller bearing oil replacement
82	Frame axis,roll tire shim alignment
83	Roller, liner inspection
AX	Hot air damper , Cold air gate, damper
85	Shaft, bearingRepair & replacement
86	Rope Replacement
87	stuffing box modificationLeakages arrest, new gland housing & seal replacement
88	Gate, damperInspection & repairing
89	Coal discharge LineDischarge Line Replacement(18)
90	Hot air duct(A,B,C,D)APH(A,B)
91	Insulation replacementMill(A,B,C,D)
AY	Painting (paint will be provided by balco)
1	Old rust removal & scrapping.
2	Red oxide single coat.
3	Two coat paint.
AZ	Insulation
1	Old insulation removal.
2	Holding clit fixing.

3	new insulation fixing & its retainer fixing.
4	cladding fixing
5	All scrap shifting to the scrap yard.
BA	Mobelisation vechicle will be in contractor scope(what ever required for the mobelisation of material from site to scrape yard or central store to site, Ash shfting to designeted place.

SCHEDULE I

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. **"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.

- 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 re-enactment 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 10 below (Standard Terms and Conditions).
- 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. The Company shall be entitled to request the Service Provider to replace any of its personnel providing the Services, where in the Company's reasonable opinion such person is incapable and or unsuitable for performing the Services required by this Agreement. The Service Provider shall promptly replace such person at no additional cost to the Company.
- 3.5. 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 and the Service Provider shall be liable for any additional cost incurred by the Company in using such alternate means.

- 3.6. The Service Provider hereby represents and warrants that it has all corporate authorisations and all other approvals, statutory, regulatory or other consents, licenses, waivers or exemptions required to enter into and perform its obligations under the Contract and is not restrained, enjoined or otherwise prohibited or made illegal by any applicable law, from executing and performing this Contract.

4. FEES

- 4.1. 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.
- 4.2. 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.

5. SERVICE PROVIDER'S GENERAL OBLIGATIONS

- 5.1. 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.
- 5.2. Where any of the Service Provider's employees or representatives is present at any of the Company's premises for the purposes of this Agreement, the Service Provider shall at all times remain responsible for the conduct and safety of such employee or representative.
- 5.3. 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 authorised to bind the Company in any way and will not commit any act which might reasonably create the impression that it is so authorised.
- 5.4. 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;
- 5.5. 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.

- 5.6. The Service Provider may 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.

- 5.7. 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 5.5, 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 5.6 (a) above; and
- (c) subject to Clause 5.5, co-operate with and assist Indian companies as subcontractors to enable them to develop skills and technology to service the petroleum industry.

- 5.8. 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.

6. INTELLECTUAL PROPOERTY RIGHTS

Notwithstanding anything to the contrary contained in this Agreement, it is hereby agreed between the Parties that any Intellectual Property Rights arising out of, from or in relation to this Agreement including those created during the course of performance of the Agreement, 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.

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.

7. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY

7.1. The Service Provider shall be liable for and shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with:

- (a) 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 Service Provider of its obligations under this Agreement.
- (b) any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Service Provider.

6.2. Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable to the other, whether arising under Agreement, 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.

7. VARIATIONS

7.1. At any time during this Agreement, the Company may request the Service Provider to vary, amend or otherwise alter the Services (a "Variation Request").

7.2. Upon the receipt of a request from the Company pursuant to Clause 7.1, the Service Provider shall, within 7 days, notify the Company of the effect of the Variation Request on the Fees and/or other terms under this Agreement and/or the relevant Order.

7.3. If following receipt of the Service Provider's response pursuant to Clause 7.2, the Parties are in agreement on the Variation Request and the adjustments to be made to the Services under this Agreement and/or the relevant Purchase Order, the Parties shall execute a variation order (a "Variation Order") to reflect such agreement.

7.4. The Services shall not be varied, amended or otherwise altered and/or the Fees shall not be adjusted until such time as a Variation Order is executed by both Parties.

8. PAYMENT

8.1. 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 itemised 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.

- 8.2. 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.
- 8.3. The Company may dispute any amount on an invoice and withhold the disputed amount provided that:
- the Company makes payment of any undisputed portion of the invoice and notifies the Service Provider of the disputed amount within 45 days of receipt of the relevant invoice;
 - if the dispute is resolved in favour 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.
- If the dispute is resolved in favour of the Company, the Service Provider shall forthwith issue a credit note for the disputed amount.
- 8.4. 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.
- 9. TAXES**
- 9.1. **Definitions**
- For the purposes of this Clause 9 (Taxation):
- "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
 - "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;
 - "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.
- 9.2. **Person Responsible for payment of Taxes**
- 9.2.1. **General**
- Except as may be expressly set out in this Contract, the Service Provider shall be responsible for:
- the payment of all Taxes now or hereafter levied or imposed on the Service Provider or its subcontractors or on the personnel of the Service Provider 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");
 - 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");
 - 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;
 - 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");
 - 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
 - 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.
- 9.2.2. **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.
- 9.2.3. **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 9.2.1 and 9.2.2, 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.
- 9.2.4. **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 9 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.
- 9.3. **Withholding taxes and Withholding certificates**

- 9.3.1.** 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.

- 9.3.2.** 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.

9.4. Person Responsible for filing of returns / information to Government Authorities

- 9.4.1.** 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.

- 9.4.2.** 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.

- 9.4.3.** The Company, with respect to the tax withheld from the Service Provider in accordance with Clause 9.3 (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.

9.5. Company's rights, if treated as representative assessee by Government Authorities

In certain situations, a Government Authority may treat the Company as the representative assessee 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.

9.6. 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.

9.7. Changes in Law

If, after the date of execution of this Agreement, there is any change in law 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) 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 9.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

9.8. GST Compliances by Service Provider

- 9.8.1.** 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 cesses 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.
- 9.8.2. 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.
- 9.8.3. 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.
- 9.8.4. 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 9.9.1 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.

9.9 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.

10. TERMINATION

- 10.1. Either Party may, at any time and without cause, terminate all or part of this Agreement by giving no less than [30] days' prior written notice to the other Party. Provided that, if any Services under this Agreement, or any Purchase Order issued hereunder, have already been initiated and the work is in progress, then the Company shall have the right to cancel/ terminate all or any part of the Service under the Agreement or the relevant Purchase Order without cause and with immediate effect.

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10.2. In addition, the Company may terminate all or part of this Agreement with immediate effect by written notice to the Service Provider if one of the following circumstances occurs:

- (a) if the Service Provider breaches any provision of this Agreement, provided that where remediable, the Company has notified the Service Provider of such breach and the Service Provider has upon receipt of such notice, failed to immediately and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction; or
- (b) if the Service Provider becomes insolvent or bankrupt or makes a composition or arrangements with its creditors; or
- (c) if the Service Provider is wound up or a resolution for its winding up is made (other than for the purposes of an amalgamation or reconstruction whilst solvent); or
- (d) if the Service Provider has a liquidator, provisional liquidator, receiver, administrator or an administrative receiver or manager of its business or undertaking appointed; or
- (e) if the force majeure under Clause 14 continues for more than thirty (30) days.

10.3. In the event of cancellation/ termination of all or part of this Agreement for any reason, the Company's sole liability to the Service Provider in respect of such cancellation/ termination shall be to make payment of the Fees properly due under this Agreement up to the date of termination.

10.4. The expiry or termination of this Agreement shall be without prejudice to the rights and obligations of the Parties up to and including the date of expiry or termination and shall not affect or prejudice any term of this Agreement that is expressly or by implication provided to come into effect on, or continue in force after, such expiry or termination.

11. CONFIDENTIALITY

11.1. 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.

11.2. 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.

11.3. The Service Provider shall use best endeavours to prevent the authorised disclosure of the all information hereunder. Where any information is required to be disclosed under Clause 11.1, the Service Provider shall give prompt notice to the Company and shall use its best commercial endeavours to limit the extent of any such disclosure.

12. NOTICES

12.1. 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, 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).

12.2. 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.

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

13. GENERAL LEGAL PROVISIONS

13.1. 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.

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

13.3. 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 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.

13.4. 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.

13.5. Nothing in this Agreement shall, or shall be deemed to, create an agency, a partnership or a relationship of employer and employee 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.

13.6. 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.

13.7. Each Party represents and warrants to the other that (i) it has been duly registered and organised and is a validly existing legal entity under the laws of the jurisdiction of its incorporation and that it has full power, authority and capacity to enter into and to carry out its obligations under the Agreement and (ii) by performing the Services it will not be in breach of any other Agreement, agreement, license or permit or in violation of any law and (iii) it shall at all times act in accordance with applicable laws and regulations.

13.8. 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.

13.9. 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.]

13.10. 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.

13.11. 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.

13.12. 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.

14. FORCE MAJEURE

14.1. Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence such as any (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection and civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 14 and which is beyond the reasonable commercial control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against. For the avoidance of doubt, any strikes caused by the Service Provider (which includes its subcontractors) shall not be considered as a force majeure occurrence.

14.2. In the event of a force majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify the other party without delay giving the full particulars thereof and shall use reasonable endeavours to remedy the situation without delay.

14.3. Save as otherwise expressly provided in the Agreement, no payments of whatever nature shall be made in respect of any period where Services are not carried out as a result of a force majeure occurrence.

14.4. Following notification of a force majeure occurrence in accordance with Clause 14.2, the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

15. BUSINESS ETHICS

15.1. 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.

15.2. 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.

15.3. The Service Provider agrees to comply with the provisions of the Company's Supplier Code of

Conduct which includes Anti-bribery and Corruption requirements (a copy of which is also available at https://www.vedantalimited.com/CorporateGovernance/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at https://www.vedantalimited.com/CorporateGovernance/vedanta_human_rights_policy.pdf) including the Modern Slavery Act 2015 and in case of breach thereof, the same shall be treated as a breach of this Agreement.

OR

15.3 The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-Bribery and Corruption requirements (a copy of which is also available at https://www.vedantalimited.com/CorporateGovernance/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at https://www.vedantalimited.com/CorporateGovernance/vedanta_human_rights_policy.pdf) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

The Service Provider acknowledges and agrees that the Company is subject to the Modern Slavery Act 2015. In performing its obligations under the Agreement, the Service Provider represents and warrants that neither the Service Provider nor any of its employees performing the Services:

- (a) have been convicted of any offence involving slavery and human trafficking;
- (b) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
- (c) shall indulge in performance of any activity of slavery or human trafficking;

During the course of this Agreement, the Service Provider shall promptly notify the Company as soon as it becomes aware of:

- i. an act which may lead to the Company being in any breach, or potential breach, of the Modern Slavery Act 2015; or
- ii. any actual or suspected act of slavery or human trafficking in connection with this Agreement.

15.4. 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.

15.5. 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.

15.6. 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.

15.7. 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: Balco.whistleblower@vedanta.co.in

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

16.2. 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. 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) 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) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration

shall be Korba, Chhattisgarh, India and the venue shall be Korba, Chhattisgarh, India.

(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.

OTHER TERMS AND CONDITIONS

17. STATUTORY COMPLIANCES & CLEARANCES

a) The Service Provider shall be solely liable for Statutory Compliance in respect of all applicable laws of land existing as on the date of the Agreement as well as those notified by the Central/ State Government from time to time including but not limited to compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Employees Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979 etc. in respect of all employees employed by the Service Provider, directly or indirectly or through any sub-contractor. The Service Provider shall be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all applicable Central/State Labour laws and Regulations/Rules made thereunder in respect of Workmen employed or engaged by it.

b) The Company shall be entitled to deduct/adjust from amount payable to the Service Provider, any dues, wages, compensation on accident or death, expenses incurred for benefits, provision for amenities and amounts paid or payable by the Company in compliance with the applicable laws, in respect of workmen/employees of the Service Provider.

c) The Service Provider shall ensure compliance under the Safety Provisions of the applicable State/ Central laws and shall ensure that its employees are trained, competent, physically and mentally fit for the assignment and are not suffering from any chronic or contagious disease.

The Service Provider is responsible for the safety and security of all men and materials employed by him. The Service Provider shall provide all safety equipment (such as tools & tackles, aprons, gloves, safety shoes etc.) to all Service Provider team members. The Service Provider shall provide adequate coverage against any accident met by the Service Provider's team during the period of the Agreement. The Service Provider shall indemnify the Company and its officers against any claim, dispute and litigations arising in this regard. Further no separate consideration shall be payable by the Company for the same.

The Service Provider shall take all the required clearances under the applicable laws which includes but is not limited to Environment Protection Act, CG Land Revenue Code, CG Municipal Corporation Act etc. for successful discharge of all its obligations under the scope of work.

18. SUSPENSION

No compensation for alteration of schedule or suspension of work: If at any time after the award of the Agreement, the Company shall for any reason whatsoever not require the whole work done or part thereof as specified in the acceptance of the contract, the Company shall give notice in writing of the same to the Service Provider and the Service Provider shall not be entitled to any compensation and / or damage of any kind whatsoever, nor the contractor will be entitled to any claim for compensation for re-scheduling of the delivery period.

19. RELATIONSHIP BETWEEN THE SERVICE PROVIDER AND THE COMPANY

Personnel engaged/employed by the Service Provider shall be deemed employees of the Service Provider and will not for any purpose be considered employees or agents of the Company. Except as may otherwise be provided in this Agreement, each Party shall be solely responsible for the supervision, daily direction, and control of its employees and payment of their salaries/wages, benefits, provision for amenities, compensation, disability benefits and the like.

20. SERVICE PROVIDER'S OBLIGATIONS/LIABILITIES

- a) The sole responsibility of the performance of the sub-contractor rests with the Service Provider and the Service Provider shall be liable for any work done by its sub-contractor, agents, employees or officials. However, the Company reserves the right to claim damages and enforce rights on the sub- contractor solely or jointly with the Service Provider but such enforcement will not absolve the Service Provider from any liability.
- b) The Service Provider shall advise the Company regarding, compliances, if any to be made by the Company.
- c) The Company shall, without prejudice to its other rights be entitled to deduct/ adjust from any dues payable to the Service Provider or any security, all amount(s) which the Company may be liable to pay, incur or sustain as a result of the performance or non-performance, observance or non-observance of any of the terms of this Agreement by the Service Provider.

21. SERVICE PROVIDERS'S WARRANTIES & REPRESENTATIONS

The Service Provider hereby, warrants and represents that:

- a) The Services under this Agreement shall be strictly in accordance with the agreed terms.
- b) The Services to be provided under this Agreement shall not infringe any third party intellectual property rights.
- c) The Service Provider hereby represents to the Company that, as of the date of signing of the Agreement, the Service Provider has received no notification of any rightful patent infringement claim which would prejudice the Company's right to use or maintain the Plant.

22. PENALTY FOR VIOLATION OF SAFETY MEASURES

In case of any violation of safety measures and or on non-compliance of safety PPE by the Service Provider or its employee(s), the Company may penalise the Service Provider as follows:

Rs 500/- First time

Rs 1000/- Second time onwards

If the Service Provider continues failing to provide the safety &/or PPE, the Company reserves its right to terminate the Agreement.

At any point of time, the safety compliance will be checked by the Company's Safety Department or Execution Department. The Service Provider shall immediately upon knowing of any accident, damage or losses, in which it is involved on the site, inform the area-in-charge.

The Service Provider shall take all safety precautions and provide adequate supervision by competent persons in order to do the job safely and without damage to plant, personnel, equipment, and the environment.

23. DISCIPLINE AT WORK AREA

The Service Provider shall maintain discipline at work area. It shall keep the area neat and clean after the work is over. All the spares, waste material like oil grease etc. shall be kept at the designated area and the work place shall be cleaned after the job is over.

In case, maintenance activities are found to be suffering due to non-performance by Service Provider's employees or job negligence, suitable punitive action shall be taken by the Company for the same.

24. EMERGENCY

The Service Provider shall ensure that its workers follow the following instructions:

1. Contact fire control room on telephone No. 5333, 5219,5393,2333,242033 and inform name, location and brief of the emergency. If telephone is not available, break the glass of nearest manual call point of fire alarm or use the nearby portable fire extinguisher if you know the operation of the extinguisher.

2. Rush to the location of Emergency and assess the situation. Combat the Emergency with the help of the available people using fire hydrant and fire extinguisher.

3. Rush to nearby assembly point [displayed in the department] in case of an extreme emergency.

4. As soon as any Emergency call occurs, the Fire control room operator will immediately ask the Turn out no.1 available at Fire Station plant-I to rush at the emergency spot.

5. He will simultaneously inform to Main Security Gate of respective plants.

25. OCCUPATIONAL HEALTH & SAFETY (OH & S):

The Service Provider shall be responsible to take all precautions to ensure safety of the labours / workers at work. The Service Provider will supply its labours / workers safety equipment as per the rules. If the Service Provider brings its own equipment to carryout the job inside the plant, such equipment shall be subject to hazard identifications and risk assessment prior to commencing of the work.

The persons engaged by the Service Provider shall be given appropriate awareness on OH&S. Those personnel who will carry out jobs affecting OH&S shall be properly trained and made competent for the job performed by them. During emergency situations in the plant, the Service Provider's personnel shall move to the emergency shelters and shall not spread any rumour. An OH&S booklet is available in Safety Department and is required to be signed by the Service Provider agreeing to comply with the same.

26. DAMAGE TO COMPANY'S PROPERTY:

Any loss / damage to the Company due to negligence or wilful attitude of the Service Provider or its employees while execution of the Agreement shall be recovered from the Service Provider's pending bills.

27. VEDANTA SUSTAINABILITY CLAUSES

27.1 HEALTH, SAFETY AND ENVIRONMENT (HSE) SYSTEMS

Designation of Supervisor: The Service Provider shall specify one of its employee as the Site HSE Supervisor who shall be responsible for attending HSE matters at all levels at the site of work, including emergency response.

Attendance of Service Provider: The Service Provider shall ensure that its site HSE supervisor is present at the place of work and performs supervisory functions at all times whenever four or more workers of the Service Provider or its sub-Service Providers are present at the place of work.

Statutory Compliance: Service Provider shall identify, document and comply with all pertinent Health, Safety and Environment (HSE) laws and regulations, approvals, licenses and permits which

are applicable to the services and conduct of activities.

Service Provider shall conduct internal inspections and record to ensure full implementation of requirements and compliance with the system at the site. Service Provider shall provide documentary evidence that it has complied with the system, on the Company's demand.

Service Provider Site Management Plan: The Service Provider shall comply with its submitted plan in the bid document on how to manage and improve the work site.

27.2 HAZARD AND RISK ASSESSMENT

Pre and post Job Safety assessments: The Service Provider shall be responsible and accountable for ensuring effective procedures and assessment systems are in place to meet all HSE conditions.

Prior to the commencement of any operation/activity, the Service Provider must undertake a hazard and risk assessment, such as a job safety analysis or job risk analysis including control and mitigation process. The risk assessment shall cover the following aspects of workplace:

1. General Safety and Environmental Management Procedures
2. Waste Disposal
3. Equipment Decommissioning
4. Water Discharges
5. Material Storage/Spills
6. Storm Water Management
7. Use of Asbestos, Lead, CFCs and other objectionable chemicals.
8. Hot working, gas welding, etc.
9. All electrical works
10. Work at heights including scaffolding
11. Demolition
12. Construction work of any kind
13. Transport management
14. Tank cleaning or testing
15. Confined space, etc.

27.3 AWARENESS, COMPETENCY AND BEHAVIOUR

Awareness: Before commencement of any Services, the Service Provider shall, at its own expense, ensure that its personnel have been given necessary HSE training including training in hazard identification, risk analysis, safe working behaviour etc. The HSE training shall include a briefing explaining the nature of the part of the Services they will be performing, a job safety analysis and description of the hazards, which may be encountered during the performance of the particular tasks, which they are required to perform. During such training, the Service Provider shall emphasize the fact that each person has an obligation to stop an act or task if it is unsafe. The Service Provider shall ensure that its personnel attend refresher courses to maintain familiarity with current procedures. The Service Provider shall provide evidence of completion of all training and competency assessments upon request by the Company.

All Service Providers' personnel arriving on the site shall attend the Service Provider's or Company's HSE inductions including a review of the site's safety procedures including Permit to Work and evacuation.

The Service Provider shall ensure safety meeting schedule, including but not limited to pre shift safety meetings, safety toolbox meeting, safety committee meetings and management review meetings.

Competency: The Service Provider shall ensure that all of its supervisory personnel performing work possess any specific competencies or qualifications, experience, responsibility and authorities required by applicable occupational health and safety laws, and shall provide proof of same satisfactory to company upon request.

Behaviour: The Service Provider shall provide adequate guidance so that the Service Provider's personnel work to reduce workplace incidents and improve safe performance at all times. The Service Provider shall ensure that its staff conducts in a fit and proper manner whilst on site. Failure to do so may result in the removal or exclusion of such personnel from the site.

27.4 CHANGE IN MANAGEMENT

If there is a change in the site supervisor and Service Provider management personnel, it shall be notified to the designated Service Provider manager as a part of Management of Change (MOC) process. This also includes reassessment of hazards and risk where the changes occur to the work scope, plant and equipment and the working environments.

27.5 INCIDENT REPORTING

Reporting: Any accident, injury, near misses, fire, explosion, spill of chemicals, environment degradation etc. involving the Company or Service Provider's personnel, property or any third party property shall be reported immediately to the Company, irrespective of whether injury to a person or damage to property or equipment resulted.

Access to site: If the Company exercises its right to conduct its own investigation, the Service Provider shall provide the Company with all reasonable assistance to allow and to complete the investigation.

Learnings: The Service Provider shall implement the learnings from incident to prevent a recurrence. The Service Provider must share the lessons learnt with its personnel.

27.6 SAFETY INTERACTION

The Service Provider must conduct regular safety interactions of its personnel in accordance with

the Company's safety interaction process. The number and frequency of safety interactions to be performed will be at the discretion of the Company Representative. Quality assessments of the safety interactions will be undertaken by the Company's HSE Personnel.

The Service Provider must conduct investigations into incidents, accidents and injuries by its Personnel or involving its equipment and property in accordance with the Company's incident investigation process. Action items must be created to prevent recurrence and be closed out before due dates.

27.7 EMERGENCY DRILLS

The Service Provider shall participate in emergency response drills to test the effectiveness of its emergency procedures and equipment and the knowledge and proficiency of Service Provider's personnel.

The Service Provider shall provide its emergency response plan (ERP) which must be adaptable to suit the site.

27.8 CARDINAL RULE

The Service Provider shall ensure that all Service Providers' personnel follow the following safety cardinal rules:

"Do not override or interfere with any Safety Provision nor let anyone else override or interfere regardless of seniority."

"Personal Protective Equipment (PPEs) applicable to the given task must be adhered to."

"Always follow isolation and lock out procedure"

"No person will be allowed to work if under the influence of alcohol or drugs."

"Report all injuries and illness."

"On violation of cardinal rules, yellow card will be issued by the Service Provider to the concerned personnel and disciplinary action will be taken by the Service Provider which may result in suspension of personnel also."

"Always follow SOP while working."

"Always report any unsafe act/condition or any near miss incidents."

"Carry out all activities with a valid work permit."

"Always wear proper PPEs while working." "Always drive within speed of 30 KMPH."

"Always wear crash helmet (two wheelers) & safety belt (four wheelers) while driving."

"Don't smoke in plant premises."

"Never work under the influence of alcohol or drugs."

"Never park any vehicle in the no parking areas." "Never sleep while on duty."

27.9 PERSONAL PROTECTIVE EQUIPMENT

The Service Provider shall, at its own expense, supply its personnel, where required, in connection with the safe performance of the Services, adequate protective clothing and other protective equipment including first aid which shall be maintained in good condition or replaced, and shall be worn at all times where required to manage potential injury hazards associated with a work activity under this Agreement.

The Service Provider shall ensure that its personnel have been trained in the correct use and application of PPE. All such training shall be documented and available to the Company on request.

27.10 EQUIPMENT, TOOLS, TACKLES AND RESOURCES

The Service Provider shall ensure that all plant, tools and equipment used by the Service Provider's personnel in the performance of the Services are suitable for use in the particular task or tasks for which they are to be used, are maintained in safe and operable condition and that users of the plant, tools and equipment are trained, experienced and where necessary, licensed and certified to operate them.

The Service Provider shall maintain a register of all lifting equipment and tackle. The Service Provider shall, upon request, provide certification of inspection within the previous twelve months for all cranes and lifting slings and tackle before the equipment is used for the work, and/or shall carry out such tests and inspections as are requested by applicable regulatory authorities. Safe Working Load (SWL) and radius charts shall be available for all lifting equipment and shall be marked on the equipment. The Service Provider shall ensure pre-inspection of lifting tools tackles including wire rope slings, clamps, shackles, hooks etc. before taking up the job. The Company reserves the right to require the Service Provider to inspect any lifting gear that does not meet the requirements stated above. All equipment shall be stored and operated in accordance with the manufacturer's specification and guidelines.

The Service Provider shall maintain up to date copies of all tests and maintenance certificates relating to cranes, lifting beams pulley blocks and lifting gear, and shall make them available to the Company upon demand.

All tools & tackles required for the execution of the job shall be arranged by the Service Provider. Also a periodic audit would be undertaken to assess the condition of such tools and tackles.

While using their equipment and carrying out any job, if any equipment / installation belonging to the Company or any other agency at site is damaged by

the Service Provider, it shall be made good at the risk and cost of the Service Provider.

Detailed risk assessments shall be conducted for all equipment to identify all foreseeable hazards and determine the most appropriate controls to mitigate the risks associated in using in accordance with HSE laws and regulations.

Vehicles operating within the Company premises shall observe all parking and speed restrictions, road signs and traffic rules as per the company policy

27.11 MATERIAL SAFETY DATA SHEETS

The Service Provider shall maintain, at the job site, Material Safety Data Sheets for all hazardous materials and products taken onto the job site. Products shall be stored in appropriate containers, clearly labelled prior to sending to the site, all hazard substances shall be risk assessed to determine their safety requirements and suitability for use.

27.12 WORK PERMITS

The Service Provider shall follow the site Permit to Work (PTW) system for carrying out hazardous activities that includes the following (but not limited to) activities. The Service Provider shall not perform any of such activities without obtaining and displaying the applicable work permit at the project site.

- a. Hot work
- b. Confined space entry
- c. Working at height
- d. Breaking into piping
- e. Lockout / Tagout / isolation etc.
- f. excavation or drilling into the ground or a concrete building slab using powered equipment
- g. Hazardous substance handling, etc.
- h. Excavation / trenching
- i. Chemical management MSDS's
- j. Any government related permit

27.13 HEALTH AND FITNESS

Each contract employee shall undergo a pre-employment medical check and periodical medical examination (PME) as per the company guidelines by a Company approved doctor/ medical personnel and cleared for the type of work he/ she will undertake, prior to the commencement of work.

The Service Provider shall ensure that all its personnel are able to perform the essential functions of their respective assignments and shall certify the same to the Company if so requested by the Company or if required by law. The Service Provider's medical assessment process shall equal or exceed the requirements of the Company's medical assessment procedure.

The Service Provider shall ensure health assessment, monitoring and management of contract personnels' exposure to noise, dust and other physical hazards that have the potential to be harmful to health.

27.14 DISEASE

The Service Provider shall make appropriate arrangements for medical assessment of its personnel who exhibit any symptoms of any severe infectious disease that is communicable by air or surface contact, and ensure that such personnel are removed from the site until they have received medical clearance and can provide proof of such clearance.

27.15 HYGIENE AND HOUSEKEEPING

The Service Provider shall ensure that its personnel maintain high standards of hygiene and housekeeping on the site. The Service Provider shall conduct routine hygiene and housekeeping inspections on the site to ensure that standards are maintained.

The Service Provider shall collect and segregate scraps generated by their activities or services by creating separate bins and finally deposit or utilize as per the directions of the Company.

27.16 ENVIRONMENT PROTECTION

The Service Provider shall ensure proper collection and storage of used oil and waste oil generated at site. The used oil and waste oil collected so shall be disposed of in compliance with law. Any oil/grease soaked cotton waste shall be collected from the site of work and suitably disposed as per the guidelines.

The Service Provider shall use appropriate personnel protective equipments and follow requisite procedure for handling, transportation and storage of hazardous wastes inside the plant including disposal sites owned by the Company.

The Service Provider shall be solely responsible for damage caused to the surrounding/ environment during transit.

The Service Provider shall ensure optimum use of water, energy and other resources while providing services and also work for loss prevention in the form of leakages, spills, overflows, wastages etc. the Service Provider shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid. The Service Provider shall ensure that spillages, leakages and overflows etc. are attended immediately on notice or on intimation.

27.17 SMOKING

The Service Provider's personnel shall not smoke at the work site except within designated smoking areas.

27.18 SERVICE PROVIDER ACCOMODATION

Where the Service Provider's personnel provides accommodation for contract workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. In particular, the provision of accommodation shall meet national legislations and shall have the minimum following: Provision of sanitary, laundry and cooking facilities and potable water. Safe location w.r.t health, hygiene and fire risks.

Provision of first aid, medical facilities and proper ventilation.

Building material shall be suitably inflammable, have smoke and fire alarms fitted and

Include other safety checks to prevent fire.

27.19 CLEARANCE OF SITE

On a continuous basis consistent with Good Industry Practice during the progress of the Works the Service Provider shall clear away and remove from the site, pursuant to the directions of the Company, all scrap, debris, other waste materials. The Service Provider shall leave on the site, for the Company, such temporary works as instructed by the Company, free of charge. The Service Provider shall at all times and particularly after completion of the Works, keep the Site and the Facility in a clean, safe and workman-like condition and shall dispose of all rubbish (other than hazardous materials or other materials which may contaminate ground-water, for which other arrangements shall be made by the Service Provider) in accordance with Good Industry Practice.

27.20 REMOVAL OF UNSAFE WORKERS

The Service Provider shall document any identified instances of non-compliance with safety

requirements by its workers and sub - Service Providers. Where any worker or sub Service Provider breaches safety requirements and thereby presents a threat of serious injury or death to any person, the Service Provider shall remove that worker or sub-service provider from the project site for the duration of the project.

27.21 SUBCONTRACTING

The Service Provider shall be able to demonstrate that it has applied selection procedures that ensure that its sub-service providers are demonstrably competent to perform the works safely. The Service Provider shall provide to the Location Manager the names of sub-service providers it intends to appoint in advance of entering into a contract with any such sub-service provider. The requirements of this booklet, the contract specification, the contract health and safety plan, the risk assessments and method statements shall be imposed upon the sub-service providers by the Service Provider.

27.22 MONITORING

Compliance check by Service Provider: The Service Provider shall monitor its safety performance and that of its sub-service providers to ensure compliance with standards set in the Agreement. The frequency of monitoring will be dependent upon the risk profile and number of persons employed.

Root Cause of incidents: All accidents shall be investigated to establish the basic causes and to recommend appropriate improvements in control. Details of all accidents, together with the associated investigation and recommendations, shall be passed to the Company as soon as deemed reasonable.

Audit by Company: The Company reserves the right to audit all aspects of the management of health and safety on site at any time. Deficiency identified during any inspection / audit shall be entered into an appropriate action register that summarize the deficiency, the required actions, the person to whom that action have been assigned and date by which the action shall be completed.

The Service Provider shall be responsible to ensure all actions are completed, verified and closed within stipulated timeframes.

Monitoring by Company: The Company reserves the right to allocate weight age and set safety KPIs in the Service Provider's scorecard. The scorecard performance shall be reviewed periodically.

27.23 SERVICE PROVIDER QUERIES

The queries shall be normally directed to the Company's designate as specified in the Agreement.

The site specific "Service Provider safety management manual" can also be referred for any clarifications when in doubt. The details on specific processes, plants and machineries and related hazards are detailed in this manual.

28. ENERGY MANAGEMENT SYSTEM

Energy Management System Clause (for energy efficient products only such as motor, AC, Pumps, transformers etc.) As a part of Energy Management System (ISO 50001:2011), we wish to inform you that we intend to procure energy efficient products, equipment and services and you are requested to offer us energy efficient products, equipment & services which will have overall cost effectiveness. Your offer shall be evaluated partly on the basis of energy performance of your product, equipment or services throughout the entire life cycle of product. Hence, your offer should also include all the technical details related to energy use, consumption and efficiency and request you to inform us about the energy efficient products & specifications.