

**TENDER DOCUMENT FOR RP OPERATIONAL SUPPORTIVE & SLAB
CUTTING WORK FOR BALCO**

TENDER NO: BALCO/ RP OPR. SUPPORT & CUTTING WORK 2020

LAST DATE OF SUBMISSION – 7 days from the date of publishing of EOI

To

Head Commercial
Bharat Aluminium Company Ltd.
Commercial Office
Admin Building
BALCO NAGAR
Korba – 495684
Tender.korba@vedanta.co.in

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1. INSTRUCTION OF BIDDERS

Vedanta Resources plc (“Vedanta”) is a LSE listed **FTSE 100** Company with a market cap including that of its listed subsidiaries of about \$ 50 billion. We operate across the following core business sectors: Zinc-Lead-Silver, Copper, Aluminum, Iron Ore and Energy, with operation located in geographies spanning India, Australia, UAE, Zambia, South Africa, Namibia and Ireland. Over the past 5 years the group has displayed exemplary appetite for organic and inorganic growth-with an industry leading organic growth program of \$ 20 billion nearing completion.

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

What BALCO is looking forward with this contract :

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

Information / Credential of Service Providers / Bidder

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

1. Brief history of organization, along with organization chart, mentioning the Name, Designation & Tel.Nos of the contact persons in your company holding all key positions.
2. **Client list, with copies Contracts of your Top 5 clients.***
3. Banker's name and your Company's annual audited report / Balance Sheet for last 2 years.
4. **The details of Machinery and Equipment available with you which are in working condition are to be furnished.***
5. **Last 3 Years P&L Statement***
6. If the space provided in the registration form is not sufficient, please attach separate. Sheets and give Annexure reference number on the attached sheet.
7. **GST SAC (Service Accounting Code) Code for registration & GST Tax % applicable.***
8. Registration Details
 - a. Registration No. and date
(Kindly attach a photocopy of registration certificate)
 - b. Membership to any body
 - c. Any other Statutory Registration.
 - d. Registration details with taxation authorities:
 - i) Permanent Income Tax A/c No.
 - ii) Service tax Registration

2) FORMAT FOR OFFER LETTER

To,
Head Commercial Contract Cell
Bharat Aluminium Company Ltd.
Commercial Office
Admin Building
BALCO NAGAR
Korba – 495684

Offer reference N.: /.....dt. 2019

Sir,

1. We hereby undertake to perform the scope of work as defined in the condition of Bharat Aluminium Co. Ltd., Tender Ref no: , dated . .2019 at the prices and within the period stated in the attached schedules & in conformity with all the conditions are included therein.

2. This offer is valid for a minimum period of 90 days.

3. We agree that any Contract placed as result of this offer will be in accordance with the terms & conditions in the said offer. We declare that any other terms or conditions of the contract or any general reservations which may be printed on any correspondence of documents emanating from us in connection with tender shall not form part of any resulting contract unless specifically agreed to by BALCO and included in this contract.

4. We also enclose herewith the following documents:

Schedule of compliance with
Acceptance of contract conditions.
Schedule of prices (Price Formats to be completed)
The offer should contain all the details like Service Tax Reg. No. etc.

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

M/s (Name and Address of the Company)

Signature of the authorized Signatories of the company.

3. SCOPE OF WORK:

3) SCOPE OF WORK :

Scope of work - Operation & material handling.

Scope of Work

A. Scrap and Material handling

- Aluminium scraps collection and transportation from SRS to foundry/other area –
 1. Making of scrap boxes from scrapped Aluminium sheets or may arrange jumbo bag for collecting milling chips.
 2. Filling of milling chips in box/Jumbo bag and stacking properly alloy wise in the specified area.
 3. Edge and cuts of HRM (Hot Rolling Mill) shall be filled in boxes or tight by properzy rod not exceeding 500 kg in weight and are to be stored in the specified area.
 4. Low weight scrap coils are to be shifted from HRM, CRM, Cut-up line, & both the slitting line areas are to be pressed for compacting or compact it by scrap coil pressing load before dispatching to foundry.
 5. Scrap Sheets /plates having length more than 2.5 meters are to be shifted from different areas to guillotine shear for cutting to disposable sizes or may cut by portable saw machine/mechanized plate cutting machine. After cutting these are to be bundled and tied up properly by properzy rod.
 6. Weighment (gross & tare weight) of scrap loaded in trucks should be done at any of BALCO weighbridge. Challans for each trip must be made through scrap management system and one copy of challan need to deposit to SRS MIS in same day/shift.
 7. After weighment material will be unloaded either in Foundry shop or SRS as per instruction by execution in charge.
 8. Unloading and properly stacking of scrap at the specified areas in foundry shop.
 9. Any other item/work related to compacting /handling of scarp will be given by shop- in-charge.
 10. During this activity there will be no mix up aluminum alloys.
- Shifting of aluminum scraps to foundry (bonded scrap lot from SRS/yard to foundry shop)
There will be no requirement of bundling of scraps. All other scope remaining same
- Shifting of oil drums from stores to SRS- 240 nos. (loading and transportation of emulsion oil, lubricant & other oil drums from central stores to SRS and unloading/ stacking as per directives).(availing lifter/hydra for loading & truck for transportation)
- Shifting of steel strips/ other steel items from stores to SRS. Loading and transportation of steel items from central stores to SRS and unloading/ stacking as per directives.
- Shifting of filter media from stores to SRS.
- Loading and transportation of filter media from central stores to SRS and unloading/ stacking as per directives.
- Transportation of other/miscellaneous items from store to SRS & FDY -
- Loading and transportation of other consumables/ miscellaneous items from central stores to SRS, FDY and unloading/ stacking as per directives.
- Shifting of empty drums from SRS & FDY to stores/ other area –
- Shifting of used drums/ empty drums from SRS to scrap yard or any other area as per directive of store in charge.
- Shifting of used steel strips & other steel items from SRS & FDY to scrap yard / other area –
- Loading and transportation of scrap steel strip/ other steel scrap from RP to scrap yard. Loaded

trucks with steel scraps should be gross & tare weight at any one of the BALCO weigh bridge. Challans for each trip must be made through scrap management system and MRV should be duly signed by DFO (fab.) Prior unloaded / handover to steel scrap yard afterward a copy of challan along with MRV to be submitted to engineer-in-charge.

- Disposal of used filter aids, consumables & debris etc. From SRS to designated area. –
- For disposal of used filter aids / debris contractor has to segregate the used filter aids / debris, send to scrap yard/dump yard as per direction of execution in charge.
- Hydra for loading/unloading of aluminium scrap, other store items and for other supporting activities –

- Above mentioned activities need to be done by all permissible vehicles like trucks, pick up, hydra as per requirement with the help of available manpower of scrap handling & supportive works. All activities to be executed by supervisor in coordination with area in charge.

Uses of hydra will be as per the directive of engineer-in-charge. Accounting/record for uses of hydra should be maintained by the contractor in prescribe stranded format as given by the department, which is to be submitted.

Additional scope of contract work:-

1. Area of work to be kept neat and clean always.
2. Safety shoes, helmets and other safety appliances required for carrying out all the contract jobs shall be provided by the contractor to all their workers and supervisors as per rules. No workers shall be allowed to work without safety PPES like shoes, helmets etc. as per job requirement.
5. During handling of scrap / transportation utmost care should be taken by the contractor to avoid accident / falling of scrap and mixing of particular alloy to another alloy.
6. The contract work of al. Scrap transportation has to continue round the clock. Contractor has to engage sufficient number of trucks and labours per shift to carry out the work smoothly even in close holidays.
7. As per the requirement contractor has to arrange trucks and labours on closed holidays & Sundays.
8. Contractor shall personally and exclusively supervise the work quality through qualified supervisors of his employees so as to ensure that the services rendered under this contract are carried out entirely to BALCO's satisfaction. Proper logging of the jobs carried out day to day log sheet of contract activity shall be recorded .daily deployment of vehicles, vehicle check list & attendance sheet (shift wise) of staff shall be maintained regularly and submitted to engineer-in-charge as and when required.
9. Total maintenance of vehicle will be in the scope of vendor. Condition of vehicle will be required good & comply all BALCO Safety requirements.

Term & conditions.

1. Quantity indicated against each item is approximate and may vary as per requirement.
2. Officer-in-charge will reserve the right to stop the work at any working place, if the area is found to be not kept properly as stipulated in various clauses. The liability of such action will solely rest with contractor.
3. In the description of work, if any of the item is not executed timely and proportionally by the contractor, which is urgently needed by the department, the same may be got done by other agencies at the risk and cost of the contractor.
4. Cranes shall be provided by BALCO free of charges for loading/unloading/ weighment inside the shop.
5. All other terms and conditions are as per general condition of contract instructions to tenderer and terms & condition of contract.

Penalty.

- If the contractor fails to deploy trucks or only one day scrap (50 MT) is allowed in shop floor in different area.. For that purpose trucks along with driver and labors or as per requirement which will be indicated one day in advance must be engaged for segregation & transportation of aluminium scrap, failing to this penalty @ . Rs.100/- per hour subject to maximum of 7.50 % of total contract value shall be levied.
- Shifting of store items & disposal of consumables/ debris etc.:- contractor must provide
- Minimum one truck and four labors (min) per working day for shifting of consumables/other material from stores to SRS /foundry & disposal of consumables/ debris etc. Failing
- To this penalty of Rs-2500/- will be charged for each failure.

Scrap shifting:

- i) Closing stock of scrap on 1st morning of every month shall not be more than 50 MT
- ii) Failing to this a penalty of Rs. 100/- per MT will be imposed to the contractor on remaining scrap quantity more than 50 MT.
- iii) Closing scrap stock shall be removed from SRS shop floor by C shift of 1st of Every month, if failed a penalty of Rs-200/- per MT will be imposed for balance quality of the 1st of month.

- (1) If the contractor fails to lift the fallen scrap material while scrap transportation from the working premises of the plant area/roads, within 6 hours, the contractor will be liable for penalty @ Rs. 100/- per hour.

B. Operational assistance

1.Cutting & Dispatch

1. Slab cutting and dispatch activity in foundry:

2. At the start of shift check the saw condition, emulsion condition, hydraulic level, air pressure previous shift observation also all necessary check list before start of work.
3. Ensure the minimum hydraulic level 50%, emulsion percentage 15-20%.
4. Maintain the hydraulic pressure 40-60 kg/cm², and emulsion pressure 2.5-4 kg/cm².
5. Check the physical and chemical condition of slabs.
6. Check the planning of cutting; also check the slabs only cold slabs are feed for cutting.
7. Ensure minimum 2 no's of saw ready in the shop floor.
8. Keep the record of cutting slabs (dimension, cast no, no of cuts)
9. Ensure the availability of chips boxes for cutting operation.
10. Ensure the shifting of cut ends and chips generated before end of shift with proper segregation to designated areas as instructed.
11. Ensure alloy marking in all the scrap before shifting from the area.
12. Keep the record of saw issue and condition of saw for un-interrupted cutting operation.
13. Saw handling, transportation to workshops, stores will be contractor's scope, with truck availability.
14. Ensure weightment and barcode fixing of slabs/coil before transfer to SRS.
15. Ensure slabs/coil are chemically ok before shifting.
16. Ensure record keeping in resister as well as computer system.
17. Ensure challan sending and record keeping.
18. Ensure cleaning of slab (cutting of burr and removal of rope etc.)
19. Ensure maximum 1 day stock in foundry other all are shifted to SRS.
20. Ensure the housekeeping and maintain the 5's in the working area.
21. Ensure the all required safety PPEs and uniform use in the area.
22. Ensure pit cleaning (emulsion pit) as per requirement (ones in every 6 month).
23. Ensure all required PPE (gum boots, safety belt, ear muff, rubber gloves etc.) Used during pit cleaning work.
24. Ensure submersible pump and tanker arrangement for used emulsion transportation to ETP while pit cleaning will be carried out.
25. Ensure proper cleaning of slabs (emulsion, rope, metal burr, cleaning from slab) before shifting from cutting line.
26. Ensure shifting of chips from cutting line to designated place as instructed by in charge with proper bundling/ packing with proper resources will be in contractor's scope.
27. Any other related misc. Jobs as per instruction of in charge.
28. Ensure all required activity (weight, cleaning etc.) during monthly physical verification.
29. Shift wise /day wise cutting of around 200 mt-250mt of slabs to be cut and made available for dispatch as per planning/instruction of in charge.

Penalty clause: 1. Rs 1000/shift/person in case of non-availability of manpower.

2. Material defects occurring from inaccurate cutting measurements, poor condition of dispatched material, rework, damage to the machine due to wrong operations penalty @ rs 10000/mt will be imposed.

2. Melting & casting operation

(1). Operation of melting furnaces

1.1 operations 6-7 melting furnaces as per planning and metal preparation work in melting furnaces to be done viz, furnace operation, ladle pouring, scrap charging, alloying addition, cleaning, dross out, dross shifting, metal transfer, launder cleaning, housekeeping and other related work as per sop and as instructed by shift in charge.

1.2 shift wise/batch wise metal preparation for production of 200-250 MT/day

1.3 supervisor will responsible for work place management, checking and availability of tools & tackles, melting furnace dross filling, scrap/charging box shifting to melting area within the shift, waste segregation and collection.

(2). Operation activity in casting area:

2.1 Preparation of **cff** boxes for casting and operation of **cff** during casting with casting crew as per sop.

2.2 preparation of casting with tap hole operation for casing and operation during casting with casting crew as per sop.

2.3 housekeeping of casting stations, scarp filling, shifting, launder coating and other works as instructed by shift in charge, casting mould cleaning, ERH dross filling, ERH hot/cold cleaning, element change, element platform cleaning, sniff dross cleaning and hot/cold cleaning of sniff, pit cleaning of casting pit and work as per instruction of shift and area in charge.

2.4 supervisor will responsible for work place management, checking and availability of tools & tackles, ERH dross filling, slab/process scrap shifting to dispatch/melting area within the shift, waste segregation and collection.

(3) Weighbridge operation:

3.1 enter the record of ladle in system as well as resister, also done manual entry in case of any problem in system.

3.2 place the ladle as per instruction of shift in-charge, call the crane operator for lifting of ladle. And place in position after pouring of metal.

3.3 measure the oil reading at the shift end, report the oil and metal to shift in charge.

3.4 maintain the 5's in workplace.

(4) Sample operation:

4.1 collect the hot metal sample from melting, holding, saw block and casting station.

4.2 cool the sample, and the nomenclature (furnace no, cast no, slab no, alloy,) to be written. Cut the end of sample as per instruction, by rod cutter.

4.3 entry to be ensure in sample register and handed over the sample to sample analyst. If required handover the sample to plant 2/ central lab.

4.4 maintain the 5's in workplace.

(5).mason, welder, store activities:

5.1 mason for day to day maintenance of launders, casting stations and other refractory related jobs. All mason related jobs tools will be in contract scope

5.2 welders for daily maintenance and fabrication of tools required for casting, melting areas. (all required tools for welding and cutting set as holder, cutting set, welding and cutting helmet, regulator with flash back arrester etc., oxygen/nitrogen, and LPG cylinder and welding rod), with welding m/c.

5.3 material handling, alloying elements, consumables, safety and welfare items handling shifting from stores to shop floor and local stores. Handling/housekeeping of LPG yard, HFO area, argon area and local stores. BALCO will provide only SIV. All store issue jobs including central store issue, loading, unloading will be taken care by contractor only

5.4 operation of truck for store issues. Material handling work on shop floor will be contractor scope with hydra.

5.5 furnace hot cleaning, pit cleaning, HFO handling, licensed area

3. Dross handling and processing:

1. Operation of dross processing m/c

1. At the start of shift check the condition of DPM, vane and pin condition, water and air pressure, heater condition, working of bag house, and other equipment previous shift observation also all necessary check list before start of work.

2. Ensure availability of all necessary tools (shovel/spade, hoe, pan, etc.)

3. Ensure preheating & cleaning of kettle.

4. Ensure the housekeeping and maintain the 5's in the working area.
5. Ensure the all required safety PPE's (leg guard, arm guard, heat/metal resistance cloth, under guard, balaclava, leather gloves, nitrile gloves, HEPA mask and uniform.
- 6) Checklist filling to be done at the beginning of the shift
- 7) Kettle should be cleaned from any sticking of metal and dross
- 8) Kettle, vane and pin should be in healthy condition, if not it to be changed by maintenance team
- 9) Housekeeping of DPM area to be ensured at the beginning of the shift
- 10) Empty kettle to be shifted melting area in the beginning of the shift
- 11) Preheating of the kettle to be done in the beginning of the shift.
- 12) Placer the metal collection tray (should be preheated) under kettle stand in stir unit
- 13) Dross collection empty box to be placed in defined place in cooling and crushing unit
- 14) After dross removal and shifting in DPM area ASAP (within 15 minutes) dross kettle to be placed in stir unit with the help of forklift.
- 15) All required safety PPE's to be worn before processing.
- 16) Ensure dross temperature should beyond the 800 degree Celsius. If not add coverall flux 56 for raising temperature.
- 17) After placing kettle in stir unit, close the door and start processing by slowly down with clockwise and anticlockwise rotation of vane
- 18) Ensure metal should be collected in tray
- 19) After processing of hot dross remove the kettle from stir unit and unload the kettle in hopper of cooling & crushing with the help of fork lift
- 20) before starting of cooling and crushing unit, check the water pressure it should be 2 kg/cm² , if not complaint it in maintenance and get it rectify
- 21) After cooling and crushing the hot dross it to be collected in different box i.e. Fine, medium and coarse form
- 22) After collecting dross in different form, it to be collected in HDPE bag from dross bagging unit.
- 23) After bagging in HDPE bag, it to be shifted in defined storage area with weighing of bag and all detail should written in bag like type of dross, date, shift and weight.
- 24) Cleaning of all spillage of dross should be happened in same shift.
- 25) Empty HDPE bag to be fixed in bag house at all drain point and also ensure shifting of filled bag in designated area with weighment.
- 26) Housekeeping of bag house area to be done.
- 27) All filled dross bag (fine, medium coarse and un sieved) to be handed over to logistic
- 28) All transportation for dross handover should be arranged by the contract party.

2) Manual handling

a) Spreading and cooling dross

As soon as dross (hot/ cold) is shifted and emptied on floor (dross area) dross is to be spread with in no time to the maximum possible thin layer to ensure quick cooling of the dross. This is to be done to avoid any lump formation and burning of dross. **Operation of crane no.5 to be done by contractor for dross spreading and processing round the clock.**

b) Segregation of metal and metallic

As soon as the dross is cooled the metal and metallic are to be handpicked and is to be stored separately in charging bins with proper weighment and records on daily/date wise basis. Sieving of dross to be done as directed. Sieve to be arranged by the contractor.

c) shifting of charging bins

Filled charging bins of metal and metallic to be shifted as directed.

d) bagging of dross

The remaining parts of the dross is to be bagged, stitched and marked separately and stacked properly for accounting purpose. Proper records with clear identification of lots to be done and handover to logistics/designated areas to be done with resources of contractor. Bags shall be provided by BALCO with proper accounting.

e) shifting of dross bags

Filled dross bags to be transported after proper weighment to the dross storage place, where these dross bags are to be stacked properly at dross storage as directed.

f) supply of empty bags:-

Empty bags for dross/metallic bagging will be supplied by BALCO which has to be brought by the contractor by his own truck from plant 2 /central stores.

The stitching kit, sieve(if required) and other relevant materials for the above purpose is to be arranged by the contractor and has to keep sufficient stock (including empty bags) in shop floor for uninterrupted work.

g) penalty clause:-

If the contractor fail to deploy persons for operation of DPM, spreading and cooling of dross round the clock and metal segregation , a penalty of Rs. 1000/-(Rs one thousand only)on per shift/ per person basis(of 8 Hrs.) is to be levied on the contractor. If any lump formation is found during checking at any time, the same penalty clause will be imposed.

If contractor does not comply any instructions given in advance a penalty of Rs. 10000/- or cost of actual execution of the work done through other resources, whichever is higher, is to be levied on the contractor for the particular instructions/job.

At any point of time there should not be accumulation of more than one day generation of dross, i.e.10 MT (max.)On the shop floor putting together all activities such as cooling, separation of metal and metallic, bagging, weighment and shifting to dross yard. In case of failure, a penalty of Rs. 1000/- per MT over the allowable quantity of 10 MT will be levied on the contractor.

4. Misc. work in Fdy.

1. Scrap handling at casting and melting

Area cleaning, equipment cleaning, removal of used MS belt, steel drums, rejected used tools, cotton waste, used filter paper etc. are also to be carried out on regular basis.

Scrap handling at casting and melting area. In foundry shop

2. basement cleaning

Cleaning / removal of spilled oil /dust /water etc. From furnace basement - twice in a week.

3. flue duct cleaning of all furnaces

Fuel duct cleaning of all furnaces (need based) i.e. One duct per month per furnace, total no. Of furnace 8.

4. ERH dross spreading, filling & shift

Electric resistance holding furnaces dross to be spread, filling in boxes and shifting to designated place.

Each number (unit) consists of spreading, filling & shifting of dross in boxes for all the 6 No's of ERH furnaces.

5. ERH hot cleaning

Hot cleaning of ERH furnaces as directed by area in charge. Each time cleaning considered as one number (unit)

6. mould cleaning

Slab casting moulds are to be cleaned. Each day 6 No's of moulds are to be cleaned. Each day activity considered as one number.

7. pit, sniff cleaning, emulsion tank clean

Sniff cleaning of all casting station with tilted melting furnace, emulsion tank cleaning of cutting line .in addition to this casting pit cleaning for which 5 persons for each emulsion /pit cleaning is required. (For cleaning work jack hammer with chisel is under scope of contractor)

8 .Sample collection from melting, casting, saw block area for analysis, marking cleaning and readiness of sample for analysis.

9 .Regular 5s, safety; other compliance painting, board fixing.

Daily operational consumable items i.e. Filter, degasser, flux, cast able, poking rod, HFO,LPG bank, nitrogen, ammonia, mortar etc.

10. Miscellaneous jobs

For making tools and tackle all the fabrication waste to be collected from welding/ furnace /casting area and shifted to designated place. Misc. Jobs of operation and local store. Collection of spillage oil at shop floor. Unloading of collected oils from MS drums at HFO pit at HFO day tank area with the help of drum handling trolley.

11. Cleaning of overhead cranes

Cleaning of overhead cranes by air pipe, blower & broom stick

Ensure the all required safety PPE's (leg guard, arm guard, heat/metal resistance cloth, under guard, leather gloves, balaclava nitrile gloves, hepa mask and uniform etc.) And uniform use in the area.

4. Strip caster operation

Caster operation:-

4.1 Operations of caster with melting (MF-7) and holding furnace (erh-6) as per planning and metal preparation work in melting/holding furnaces to be done viz, furnace operation, ladle pouring, scrap charging, alloying addition, cleaning, dross out, dross shifting, metal transfer, launder cleaning and lining, caster pit cleaning, roll cleaning and polishing, graphite tank cleaning, work area management (5's management), tap block work, sniff operation hot and cold cleaning, tip set making, housekeeping and other related work as per sop and as instructed by shift in charge.

4.2 Ensure minimum 2 set of tip is ready for caster operation.

4.3 ensure filling/ checking of all checklists, water pump level and pressure, compressed air system condition, filling pump, caster pit, graphite tank level etc.

4.4 ensure weightment of coil and shifting of trimming scrap/saw drain boxes.

4.5 ensure availability of all required consumables.

4.6 Ensure the housekeeping and maintain the 5's in the working area.

4.7 Ensure the all required safety PPE's (leg guard, arm guard, heat/metal resistance cloth, under guard, leather gloves, balaclava nitrile gloves, hepa mask and uniform.) And uniform use in the area.

4.8 Ensure false ceiling fixing and removing as per requirement.

4.9 Any other related misc. Jobs as per instruction of in charge.

4.10 Ensure all required activity (weight, cleaning etc.) during monthly physical verification.

5. Strip caster supervision

Special skill supervisors for foundry operation (2 no.)

6. Operation of EOT cranes in foundry

Crane operation

- ☐ Crane operation as required for material movement & smooth operation of shop floor.
- ☐ Operator should ensure CLTI, SOP & safety compliance.
- ☐ All legal & safety requirement to be compliance for operator.

- Operations of overhead cranes in shifts for safe metal handling, metal preparation, scrap loading/unloading, scarp charging, slab/coil shifting, slab shifting for cutting area and dispatch, slab cutting work, scrap transfer, material handling, housekeeping, maintenance equipment handling and other misc. jobs for routine activities as instructed by shift in charge.
- This job requires the candidate to work independently as well as in teams. Some of the key attributes includes physical fitness (including eye vision), not having colour blindness, having analytical skills, problem solving attitude, high concentration levels, a sharp reflex and willingness to work in a factory environment (high temperature and humidity).
- skill required:

Working knowledge of control system of cranes, mechanical structures, control system, gear box and pulleys · operating knowledge of overhead cabin, pendant & remote control, different signalling signage system · minimum 01 years of hands on experience on EOT crane operation · 5s and safety practices · working at heights, confined spaces & high temperatures

Performance criteria (pc) w.r.t. The scope element performance criteria receive signal from the shop floor to be competent, the user/individual on the job must be able to:

- Understand and interpret the different signals used in the shop floor
- Respond to the signal when received and prepare for transfer of material inspect and prepare the crane system for transfer of material as per standard operating procedure (sop) to be competent, the user/individual on the job must be able to:
- Check the condition of the ground (e.g. Building site) before setting up the crane
- Check the movement of the crane – cross trolley and long trolley, lifting hook, break, before operating

- Check crane cabin/pendant/remote control instruments to make sure that loads hooked on their machines are within safe working limits
- Inspect working condition of brake system (hoist break, cross trolley brake and long travel brake)
- Operator ensures to operate more than one crane as per requirement or instruction of area/ shift in charge.

7. Hot Rolling mill operation & misc. work

- Deployment of manpower in three shift & general shift as required in HRM, CRM & transfer line to execute the work smoothly with full safety as per Vedanta safety standards.

Milling area

- Collection of aluminium sheets from SRS for making scrap boxes.
- Making scrap boxes as per instruction to keep aluminium chips from milling area
- Collection of jumbo bags & filling of milling chips as instruction by execution in charge
- Machine cleaning, housekeeping of area, slab collection & charging/discharging of slabs in milling area as per SOP.
- Scrap marking on filled scrap boxes/bags as per actual scraps filled.
- Supportive work during tool change
- Slab arrangement , cleaning of dust from slabs & segregation as per area in charge

Pre heating furnace area

- Slab collection & charging as per shift plan , Greasing slab shoes as per requirement ,record keeping of slabs charged & discharged from furnace
- Housekeeping of equipment's & periphery area.
- Proper disposal of wastes generated as per SOP/ area in charge.
- Other supportive works as instructed by execution in charge.
- Daily checking of lifting tools & tackles before use.
- Report to area in charge or maintainer team for any abnormality in tackle for rectification.

HRM OPERATION

- Cellar operational supportive work as per area in charge
- Strip binding after rolling of each slabs in HRM
- Equipment cleaning as per instruction/SOP
- Housekeeping of area
- Proper stacking of aluminium coils after rolling , to minimize searching time
- Shear operation as per instruction from area in charge
- Filter paper change as per requirement & record keeping
- Arrangement of consumables as per requirement from store/local
- Sample collection & sending to BALCO LAB for testing
- Addition of oil as per requirement to maintain required parameters
- Material handling of plates in HRM operation & proper staking to avoid damage.
- Proper handling & disposal of wastes.

2. Operational supportive work in CRM

Deployment of manpower in three shift & general shift required in CRM & finishing line area for operational supportive work like strip binding, side panel operation, material transfer, weighment, pit cleaning, other work during mill operation & filtration cycle change, store supportive work, waste management, 5s, VSAP compliance work, cut up line, slitting line, roll forming line operation (as required), store issue, waste management & 5s activity as instructed by area in charges etc.

8. Operation of EOT cranes in SRS

Crane operation

- Deployment of crane operator in three shift & general shift for operation of overhead cranes.
- Filling of crane checklist before & after operation of crane.
- Inform shift i/c if any abnormalities found in during operation of cranes/ checking of cranes.
- Operator must have valid authorization card for crane operation.
- Five min talk must be attended before operation.

- Operator must ensure loading/shifting capacity within the 75% of safe working load for normal lifting in case of critical lifting above 75% up to 90% of safe working load will be performed after proper compliance & approval of concerned authority & not to use above 90% of safe working load for lifting in any condition.
- Crane operation is very critical activity of shop floor, if any non-compliance found then strong disciplinary action like taken.
- Housekeeping of crane & pathway of crane must be ensured & maintained by operator.
- Crane operation as required for material movement & smooth operation of shop floor.
- Operator should ensure CLTI, SOP & safety compliance.
- All legal & safety requirement to be compliance for operator.
- Operations of overhead cranes in shifts for safe metal handling, metal preparation, scrap loading/unloading, scrap charging, slab/coil shifting, slab shifting for cutting area and dispatch, slab cutting work, scrap transfer, material handling, housekeeping, maintenance equipment handling and other misc. Jobs for routine activities as instructed by shift in charge..
- This job requires the candidate to work independently as well as in teams. Some of the key attributes includes physical fitness (including eye vision), not having colour blindness, having analytical skills, problem solving attitude, high concentration levels, a sharp reflex and willingness to work in a factory environment (high temperature and humidity).
- skill required:
Working knowledge of control system of cranes, mechanical structures, control system, gear box and pulleys · operating knowledge of overhead cabin, pendant & remote control, different signalling signage system · minimum 01 years of hands on experience on EOT crane operation · 5s and safety practices · working at heights, confined spaces & high temperatures performance criteria (pc) w.r.t. The scope element performance criteria receive signal from the shop floor to be competent, the user/individual on the job must be able to:
 - Understand and interpret the different signals used in the shop floor
 - Respond to the signal when received and prepare for transfer of material inspect and prepare the crane system for transfer of material as per standard operating procedure (sop) to be competent, the user/individual on the job must be able to:
 - Check the condition of the ground (e.g. Building site) before setting up the crane
 - Check the movement of the crane – cross trolley and long trolley, lifting hook, break, before operating
 - Check crane cabin/pendant/remote control instruments to make sure that loads hooked on their machines are within safe working limits
 - Inspect working condition of brake system (hoist break, cross trolley brake and long travel brake)

Contractor assures to run all equipment's of SRS by above mentioned crane operators without any delay.

crane no. 1, 2(as per requirement), 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13(as per requirement), 14, 15, 18, 19

& 20(All EOT cranes as per requirement)

Vehicle

1. Hiring of 2 No's truck capacity 24mt (One for scrap movement & one for store activities)
2. Hiring of 1 no new generation hydra.
3. Hiring of 1 no bolero pickup capacity 3 MT.
4. All vehicles should be follow BALCO safety rules & regulation.
5. Diesel will be provided by BALCO within the agreed quantity & same quantity will be deducted from monthly bill.
6. For diesel issuance RFID card will be given by BALCO on returnable basis.
7. If RFID card lost or theft & contractor will be penalized the 2 times amount of card.
8. Maintenance of all above equipment's will be done by contractor.

KPI:

- 1) Zero LTI, MTI & First aid injuries.
- 2) Daily production as per plan given by Department.

- 3) Daily removal of scrap.
- 4) 100% involvement in QC, KAIZEN & IDEA Generation.
- 5) 100% scoring in Contractor performance score card.
- 6) 100% scoring in Safety score card.
- 7) 100% Scoring in 5S Score.
- 8) Zero quality complaint against process.
- 9) **85% of total population should participate in Quality Circle.**
- 10) **Ensure 100% manpower deployment in every shift.**
- 11) **Contractor performance score >90%.**
- 12) **Ensure 100% checklist compliance in every shift.**
- 13) **Minimum 2 no's kaizen from each area per month.**
- 14) **Bill submission**
 - 1) For Certification -2th of every month
 - 2) In drop box- 7th of every month

Penalty:

- 1) **10000 Rs If Score <95%. In each score – CPSC, SAFETY , 5S**
- 2) **15000 Rs if Score <90%. In each score CPSC, SAFETY, 5S**
- 3) **20000 Rs if Score <80%. In each score CPSC, SAFETY, 5S**
- 4) **Penalty for Delay of bill submission – 15000 RS.**
- 5) **20000 Rs per mt due to process rejection.**

Bonus:

- 1) **20000 Rs if Score 100% of each score CPSC, SAFETY, 5S.**
- 2) **Achieved 100% Score in CPSC-10000 Rs Monthly & Rolling Trophy for Highest score in Metal business for safety.**
- 3) **Zero LTI, MTI & FIRST AID case in yearly -50000 Rs Yearly**
- 4) **Achieved 1 par excellence in NCQC- 10000 Rs. Yearly.**

Penalty: in case of less manpower availability than required deputation numbers on shift/daily basis results in effected production activity, penalty of **Rs 5000/person/shift** will be imposed. Same shall be imposed in cases of safety instructions violation at work, PPE usage lapses.

Monthly compliance.

- **MIS report to be generated and approved by engineer in-charge every month**
- **Ensure active participation in war room**
- **Ensure all are in required PPEs & following all cardinal rules.**
- **Timely deposition of bills with all required documents.**
- **Housekeeping of locker rooms, contractor allotted area & working area need to be properly maintained without creating unhygienic condition.**
- **Maintaining Stock of all required PPEs for their workers.**

Timely Testing of all lifting tools, tackles, Pressure vessels as per industrial rule

5.1 Manpower Details: -

S.NO.	Activity	UNIT	Gate Pass
1	Material & store handling	NO	14
2	Slab cutting & dispatch	NO	16

3	Melting & casting operation	NO	14
4	Dross handling & processing	NO	11
5	Misc. work in FDY	NO	69
6	Strip caster operation in FDY	NO	14
7	Strip caster supervision in FDY	NO	2
8	Crane operation in FDY	NO	23
9	Hot Rolling mill operation & Misc. work	NO	14
10	Cold Rolling Mill Operation	NO	14
11	Crane operation in SRS	NO	32
12	SUPERVISOR	NO	8
13	SAFETY SUPERVISOR		1
14	SITE INCHARGE		1
	Total	NO	233

Tool & Consumable

	Tools & consumables		Annual qty.
1	TWO LEG CHAIN SLING 5 MT ,3 NO.	NO.	3
2	Rod/Bolt cutter 24 inch	NO.	4
	Foundry shop resource requirement	UNIT	Annual qty.
A	SLAB cutting and Dispatch Activity in Foundry		
1	Hammer 2 lb	No	6
2	Axe	No	6
3	Wire rope sling 12mm/9M	No	8
4	Wire rope sling 12mm/3M	No	24
5	Broom stick	Kg	24
6	Pan	No	4
7	Shovel	No	8
8	Polyster Sling 3 Meter	No	4
9	Hammer 4 lb	No	4
B	Dross Handling and processing:		
1	Truck	No	1
2	Hammer 4 lb	No	4
3	Shovel	No	8
4	Pan	No	4
5	Broom stick	Kg	24
6	Hammer 6 lb	No	2
C	Melting and casting supportive work		

1	Broom Stick		100
2	Welding Holder		4
3	Cutting Torch		2
4	Gas cutting set (Pipe , Flash back arrestor, cutting nozzle, regulators)		2
5	welding cables	Meter	400
6	Welding machine	No	1
7	Welding rods 3.15 mm, 4 mm 5 mm	Kg	100
8	Welding chipping tool	No	1
9	Wire rope sling 12 mm, 3 m	No	24
10	Polyster Sling 3 meter	NO	8
11	Shovel	No	12
12	Pan	No	6
13	Hammer 2 lb	No	12
14	Axe	No	2
15	Mason Tool	Set	1
16	Hammer 4 lb	No	2
D	Other supportive work		
E	Caster Operation		
1	Wire rope sling 12mm/3M	No	4
2	Polyster Sling 3 meter	No	2
3	Drill machine	No	2
4	Drill Bit	No	12
5	hammer 2 lb	No	2
6	hammer 4 lb	No	1
7	Axe	No	2
8	allen Key set	Set	1
9	Spanners	Set	1
10	Hole saw cutter	No	2
11	Manual spray gun	No	2
F	OPRATION SUPPORT WORK FOR SOW CASTING		
1	Wire rope sling 12mm/3M	No	12
2	Hammer 2 lb	No	1
3	Hammer 4 lb	No	1
H	Scrap and metal handling RP		
1	Wire rope sling 12mm/3M	No	24
2	Polyster Sling 3 meter	No	8

SAFETY PPES :

	PPES REQUIREMENT				
A	SRS Operation assistance	UNIT	Manpower	Frequency /Annual	Annual qty.

	Cotton hand gloves	pair	71	3	213
	Nitrile gloves	Pair	71	2	142
	Goggles	NO	71	3	213
	Ear plug	NO	71	1	71
	Fume Mask	NO	71	1	71
	Helmet	NO	71	1	71
	Uniform	SET	71	2	142
	Safety shoe	pair	71	2	142
B	Material handling	14	71		0
	Cotton hand gloves	pair	71	12	852
	Goggles	NO	71	2	142
	Ear plug	NO	71	12	852
	Fume Mask	NO	71	12	852
	Helmet	NO	71	1	71
	Uniform	NO	71	2	142
	Safety shoe	pair	71	2	142
	Foundry shop resource requirement	UNIT	Manpower	Frequency /Annual	Annual qty.
A	SLAB cutting and Dispatch Activity in Foundry				
1	Safety Shoes 2 Pair	Pair	16	2	32
2	Safety Helmet	No.	16	1	16
3	Hand gloves Cotton	Pair	16	24	384
4	Safety Goggles	No.	16	12	192
5	Uniform	Pair	16	2	32
6	Nose mask	No.	16	12	192
7	Ear Plug	No.	16	12	192
8	Face Shield	No.	16	4	64
9	Apron Leather	No.	16	1	16
10	Leg guard	pair	16	2	32
11	Safety Hand gloves leather	Pair	16	6	96
12	Balaclava Ski mask	No.	16	0	0
13	Arm Guard	Pair	16	2	32
14	Metal Splash Suit	Pair	16	0	0
15	Cut resistance Rubber hand gloves	Pair	16	24	384
16	Gum boot	Pair	16	1	16
17	Safety Belt	No.	16	1	16
18	Hepa Mask	No.	16	4	64
B	Dross Handling and processing:				0
1	Safety Shoes 2 Pair	Pair	11	2	22
2	Safety Helmet	No.	11	1	11
3	Hand gloves Cotton	Pair	11	24	264

4	Safety Goggles	No.	11	12	132
5	Uniform	Pair	11	2	22
6	Nose mask	No.	11	12	132
7	Ear Plug	No.	11	12	132
8	Face Shield	No.	11	4	44
9	Apron Leather	No.	11	1	11
10	Leg guard	pair	11	6	66
11	Safety Hand gloves leather	Pair	11	12	132
12	Balaclava Ski mask	No.	11	2	22
13	Arm Guard	Pair	11	6	66
14	Metal Splash Suit	Pair	11	3	33
15	Cut resistance Rubber hand gloves	Pair	11	12	132
16	Gum boot	Pair	11	0	0
17	Safety Belt	No.	11	1	11
18	Hepa Mask	No.	11	4	44
C	Melting and casting supportive work				0
1	Safety Shoes 2 Pair	Pair	89	2	178
2	Safety Helmet	No.	89	1	89
3	Hand gloves Cotton	Pair	89	12	1068
4	Safety Goggles	No.	89	12	1068
5	Uniform	Pair	89	2	178
6	Nose mask	No.	89	12	1068
7	Ear Plug	No.	89	12	1068
8	Face Shield	No.	89	4	356
9	Apron Leather	No.	89	2	178
10	Leg guard	pair	89	6	534
11	Safety Hand gloves leather	Pair	89	24	2136
12	Balaclava Ski mask	No.	89	2	178
13	Arm Guard	Pair	89	6	534
14	Metal Splash Suit	Pair	89	3	267
15	Cut resistance Rubber hand gloves	Pair	89	6	534
16	Gum boot	Pair	89	1	89
17	Safety Belt	No.	89	1	89
18	Hepa Mask	No.	89	4	356
D	EOT Crane Operation				0
1	Safety Shoes 2 Pair	Pair	23	2	46
2	Safety Helmet	No.	23	1	23
3	Hand gloves Cotton	Pair	23	0	0
4	Safety Goggles	No.	23	12	276
5	Uniform	Pair	23	2	46
6	Nose mask	No.	23	12	276
7	Ear Plug	No.	23	12	276

8	Face Shield	No.	23	0	0
9	Apron Leather	No.	23	0	0
10	Leg guard	pair	23	0	0
11	Safety Hand gloves leather	Pair	23	0	0
12	Balaclava Ski mask	No.	23	0	0
13	Arm Guard	Pair	23	0	0
14	Metal Splash Suit	Pair	23	0	0
15	Cut resistance Rubber hand gloves	Pair	23	24	552
16	Gum boot	Pair	23	0	0
17	Safety Belt	No.	23	0	0
18	Hepa Mask	No.	23	4	92
E	Caster Operation				0
1	Safety Shoes 2 Pair	Pair	15	2	30
2	Safety Helmet	No.	15	1	15
3	Hand gloves Cotton	Pair	15	12	180
4	Safety Goggles	No.	15	12	180
5	Uniform	Pair	15	2	30
6	Nose mask	No.	15	12	180
7	Ear Plug	No.	15	12	180
8	Face Shield	No.	15	4	60
9	Apron Leather	No.	15	2	30
10	Leg guard	pair	15	6	90
11	Safety Hand gloves leather	Pair	15	24	360
12	Balaclava Ski mask	No.	15	2	30
13	Arm Guard	Pair	15	6	90
14	Metal Splash Suit	Pair	15	3	45
15	Cut resistance Rubber hand gloves	Pair	15	24	360
16	Gum boot	Pair	15	0	0
17	Safety Belt	No.	15	0	0
18	Hepa Mask	No.	15	4	60

CPSC

Dimension	Criteria	Unit	Weightage	Scoring criteria
Health, Safety & Environment (20%)	Compliance to PPE norms	Score	15%	Score
	LTI/MTI/FAI	Nos/month	5%	if LTI+MTI+FAI = 0, then 5, else if <3, 3, else 1, else if LTI >1, then HSE score = 0
	Fatality	Incidents	NA	In fatality, termination with 3 months notice
Execution (35%)	Availability of tools-tackles and consumables	%	10%	if >=95%, 5, else if >=90%, 4, else if >=85%, 3, else if >= 80%, 2, else if >=75%, 1, else 0
	On time completion	%	10%	if >=95%, 5, else if >=90%, 4, else if >=85%, 3, else if >= 80%, 2, else if >=75%, 1, else 0
	SAP related compliances (PM, CBM)	Score	10%	Score

	SMP/SOP Adherence	Score	5%	Score
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Employee of the Month (Checklist)

Process Enablers (10%)	5S and housekeeping	Score	5%	Score
	Participation in Kaizen, SAM, BE, AO, TPM, TQM, initiative	%	5%	>70% participation, then 5; else if >50%, then 3, else if >30%, then 1, else 0
Quality (20%)	Adherence to Skill development plan	%	10%	if >=95%, 5, else if >=90%, 4, else if >=85%, 3, else if >= 80%, 2, else if >=75%, 1, else 0
	Manpower availability	%	5%	if >=95%, 5, else if >=90%, 4, else if >=85%, 3, else if >= 80%, 2, else if >=75%, 1, else 0
	No of unplanned reworks needed	Number	5%	If no of reworks = 0, score =5, if no =1 , score =3, if no = 2, score =1, if > 2, score =0
Others(15%)	Punctuality & attendance (Gate access punch report)-5	Score	5%	Score
	Engagement in CLTI of equipment-5	Score	5%	Score
	IT/SAP literate manpower to support O&M practices-5	Score	5%	Score
Statutory compliances	As per statutory compliances checklist			
	100%			

Aspect	KPI	Marks
Discipline and Punctuality	Zero unauthorized absence	5
	Zero non-compliance in Gate entry and exit time	5
	Zero non-compliance in reporting time at site and leaving after closing time	5
Safety	Zero observation for involvement in any unsafe act	5
	100% PPE compliance	5
Improvement perspective	Kaizen done or involved in any specific drive initiated in the area	5
	Improvement idea generation	5
	Involved in QC	5
	5S score of involved area	5
Performance	Performance of ownership area	5
	Behavior at Shop floor as per feedback from In charges	10
	SOP/SMP Compliance	10
	Allocated task compliance - quality of job done	15
	Allocated task compliance - work done within time and all assigned job completed	15
Total		100

1. PAYMENT TERMS AND TAXES

1.1 The following terms of payment will be applicable for service part of this Agreement.

1. Payment shall be released within 30 days against Monthly RA bill duly certified by Balco Engineer Incharge. 5 % Security deposit of monthly RA bill & 15% of monthly gross wages shall be withheld against Monthly RA Bills.
2. In case of submission of SDBG in BALCO's standard Format of 10% of the total yearly Contract Value at the start of contract. In that case there will be no deductions of 15% of monthly gross wages and 5% security deposit from the monthly RA bills.

3.2 Security Deposit will be 5% of the contract value.

- a) This amount shall be calculated on yearly contract value and the same will be either deducted

or a Security Deposit Bank Guarantee [Hereinafter referred to as SDBG] will be submitted.

- b) From Second Year onwards Amount /Bank Guarantee [Hereinafter referred to as BG] will increase by additional amount to match the Revised Annual Contract Value for subsequent years of contract tenure.
- c) Final Amount/BG shall be released on final settlement on certification of CSO on yearly basis.

Or Service Provider can deposit a SDBG in BALCO's standard Format of 10 % of the Annual Contract value valid till closure of the contract plus a claim period of 3 months. In that case there will be no deductions from the RA bills with respect to 15% of gross wages payable to labour and no security deposit deduction of 5%.

Mandatory HR formalities:

The Service Provider shall ensure that all the following formalities are complied with as a condition precedent to the execution of work under this Agreement.

1. Labour licence required.
2. Gate passes to be prepared for all the manpower to be engaged
3. Police Verification required.
4. Service Provider/Firm should have own PF Registration Certificate and ESI Registration Certificate.
5. No Private Vehicle is allowed for commercial purpose.

In addition to the above mentioned conditions, the Service Provider shall also comply with all the relevant rules specified by the HR Department and Safety Department at BALCO from time to time.

4) PERIOD OF CONTRACT:

1. Contract Duration: 1 Year.

However, BALCO reserve the right to extend the contract beyond the period or short Close the contract without giving any reason thereof.

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.

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 copy rightability, 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.

6. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY

6.1. 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 invoices 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: (a) the Company makes payment of any undisputed portion of the invoice and notifies the Service Provider of the disputed amount within 45 days of receipt of the relevant invoice;

(b) 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):

(a) “Tax” or “Taxes” means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;

(b) “Government Authority” or “Government Authorities” means any local or national government or authority of any country, competent to levy any Tax;

(c) “Goods & Services Tax” or “GST” shall include Central Goods & Service Tax (“CGST”), State Goods & Service Tax (“SGST”), Integrated Goods & Service Tax (“IGST”), Union Territory Goods & Service Tax (“UTGST”) & GST Compensation Cess.

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:

(a) 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”);

(b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Service Provider or its subcontractors (hereinafter referred to as “Corporate Income tax”);

(c) the payment of all GST now or hereafter levied or imposed by any Government Authority on the supply of goods or services, if any, provided to the Company by the Service Provider or its subcontractors;

(d) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, sold to the Company by the Service Provider or its subcontractors (hereinafter referred to as "Sales tax/VAT/CST");

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

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

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-

It shall be the sole liability of the contractor to pay all royalties due, as per the applicable Rules, as amended from time to time, 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.

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. Each Party represents and warrants to the other that (i) it has been duly registered and organized 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.

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

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

13.9. If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any

other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

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

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

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 http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act 2015 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 http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act 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 Korba, Chhattisgarh [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].

(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 & CONDITIONS¹

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 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 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 Contract, 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

a) The Service Provider hereby, warrants and represents that:

- b) The Services under this Contract shall be strictly in accordance with the agreed terms.
- c) The Services to be provided under this Contract shall not infringe any third party intellectual property rights.
- d) 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 noncompliance of safety PPE by the Service Provider or his employee (s) BALCO may penalise the Service Provider as follows:

Rs 500/- First time

Rs 1000/- Second time onwards

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

At any point of time safety compliance will be checked by Company Safety department or Execution Department. The Service Provider shall immediately upon knowing of any accident, damage or losses, in which he is involved on the site, should 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 has to maintain discipline at work area. He has to keep the area neat and clean after work is over. All the spares, waste material like oil grease etc. has to be kept at designated area and cleaned the work place after job is over.

In case, maintenance activities are found to be suffering due to non-performance by Service Provider's employees or job negligence, then suitable punitive action will be taken by 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, 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 his labours / workers safety equipment as per rules. If you are bringing your own equipment to carryout of job inside the plant such equipment should be subject hazard identifications and risk assessment prior to commencing of work.

The persons engaged by the Service Provider shall be given appropriate awareness on OH&S, those personal who will carry out jobs affecting OH&S shall be properly trained and made competent for the job performed by them. During emergency situation which may be faced in the plant your personal should move to the emergency shelters. They should not spread any rumour. (An OH &S booklet is available in Safety Deptt and is required to be signed by the Service Provider agreeing to comply with the same.

26. DAMAGE TO COMPANY'SPROPERTY:

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 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: Service Provider is 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, 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 should 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 BEHAVIOR

Awareness: Before commencement of any Services, Service Provider shall at its own expense ensure that Service Provider's Personnel have been given the necessary HSE training including training in hazard identification, risk analysis, safe working behavior 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, Service Provider shall emphasize the fact that each person has an obligation to stop an act or task if it is unsafe. Service Provider shall ensure that Service Provider's Personnel attend refresher courses to maintain familiarity with current procedures. Service Provider shall provide evidence of completion of all training and competency assessments upon request by 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.

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

27.4 CHANGE MANAGEMENT

If there is a change in site supervisor and Service Provider management personnel, it shall be notified to designated Service Provider manager as a part of Management of Change (MOC) process. This also includes reassess 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 Company or Service Provider's personnel, property or any third party property shall be reported immediately to Company, irrespective of whether injury to a person or damage to property or equipment resulted.

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

Learnings: Service Provider shall implement the learnings from incident to prevent a recurrence. Service Provider must share lessons learned with Service Provider's 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

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.

Service Provider will provide with their emergency response plan (ERP) which must be adoptable to suit the site.

27.8 CARDINAL RULE*

Service Provider shall ensure that all Service Providers' Personnel follow the ten safety cardinal rules. The rules are:

“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

Service Provider shall, at its own expense, supply Service Provider's Personnel, where required, in connection with the safe performance of the Services, with 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 Contract.

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

27.10 EQUIPMENT,TOOLS,TACKLES AND RESOURCES

Service Provider shall ensure that all plant, tools and equipment used by Service Provider's Personnel in the performance of the Services are suitable for use for 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.

Service Provider shall maintain a register of all lifting equipment and tackle. 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. Service Provider shall ensure pre-inspection of lifting tools tackles including wire

rope slings, clamps, shackles, hooks etc before taking up the job. Company reserves the right to require, 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.

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 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 company or any other agency at site is damaged by Service Provider, it will be made good at the risk and cost of 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 regulation.

Vehicles operating in company premises shall observe all parking and speed restrictions, road signs and traffic rules as per 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 are stored in appropriate containers clearly labelled prior to sending to site, all hazard substances are risk assessed to determine their safety requirements and suitability for use.

27.12 WORK PERMITS

Service Provider shall follow the site Permit to Work (PTW) system for carrying out hazardous activities that includes following (but not limited to) activities. The Service Provider shall not perform any of such activities without first 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.

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

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

27.14 DISEASE

Service Provider shall ensure that any of Service Provider's Personnel who exhibit any symptoms of any severe infectious disease that is communicable by air or surface contact immediately make appropriate arrangements to be medically assessed and removed from the Site until they have received medical clearance and can provide proof of such clearance.

27.15 HYGIENE AND HOUSEKEEPING

Service Provider shall ensure that Service Provider's Personnel maintain high standards of hygiene and housekeeping on the Site. Service Provider shall conduct routine hygiene and housekeeping inspections on the site to ensure that standards are maintained.

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 Company.

27.16 ENVIRONMENT PROTECTION

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 to law. Any oil/grease soaked cotton waste would be collected from site of work and suitably disposed as per the guidelines.

Service Provider shall use appropriate Personnel protective equipment's and follow requisite procedure for handling, transportation and storage of Hazardous wastes inside the plant including disposal sites owned by company.

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

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. Service Provider shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid. Service Provider would ensure that spillages, leakages and overflows etc are attended immediately on notice or on intimation.

27.17 SMOKING

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 legislation 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 noncompliance 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 he has applied selection procedures that ensure that his 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 he 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 sub-Service Providers by the Service Provider.

27.22 MONITORING

Compliance check by Service Provider: The Service Provider shall monitor his safety performance and that of his sub-Service Providers to ensure compliance with standards set in the contract. 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 should be normally directed to company's designate as specified in contract. 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.