

## **TENDER DOCUMENT FOR PLANT CANTEEN SERVICES BALCO**

**TENDER NO: BALCO/COM/ PLANT CANTEEN SERVICES**

To,

**Head Commercial**  
**Bharat Aluminum Company Ltd.**

Commercial Office  
Admin Building, 1<sup>st</sup> Floor  
BALCO NAGAR

**KORBA – 495684**

Chhattisgarh State  
India

[Durgesh.kashyap@vedanta.co.in](mailto:Durgesh.kashyap@vedanta.co.in)

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Attached herewith is our Tender Document for Canteen Services

**1. Instruction to the Bidder.**

**2. Offer letter.**

**3. Scope of Work.**

**4. Contract Period.**

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

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

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

**For Clarifications:**

**Commercial:** Mr. Durgesh Kashyap, Mob. No: 8349201185

**Technical:** Mr. Satish Tamta - Mob. No: 9993000611

**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 650 ktpa aluminium and 1210 MW of power. BALCO will have a total installed metal capacity of 1 mtpa and 2010 MW of power. Our metal business currently produces 75 ktpa rolled products & 200 ktpa wire rods & with completion of 1st phase metal expansion, rolled products & wire rods capacity shall increase to 80 ktpa & 500 ktpa respectively. Our businesses also include a coal mines and operating Bauxite mines.

**What BALCO is looking forward with this contract:**

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

***Information / Credential of Service Providers / Bidder***

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

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

## **2) FORMAT FOR OFFER LETTER**

Head Commercial  
Bharat Aluminum Company Ltd.  
Commercial Office

Admin Building  
BALCO NAGAR  
Korba – 495684

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

Sir,

1. We hereby undertake to perform the scope of work as defined in the condition of Bharat Aluminum Co. Ltd., Tender Ref no:....., dated.....2015 at the prices and within the period stated in the attached schedules & in conformity with all the conditions is included therein.

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

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

4. We also enclose herewith the following documents:

A. Schedule of compliance with

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

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

M/s (Name and Address of the Company)

Signature of the authorized Signatories

### **3) SCOPE OF WORK :**

#### **SCOPE OF WORK : PLANT CANTEENS**

BALCO is looking for experienced Service Provider for Food & Beverage Services and Food & Beverage Production at Balco Plant including Catering Services, promoting healthy, balanced food options and quality cleaning and housekeeping services as per our Scope of Work.

Details of Menu, Consumables Quantity / Brand and Quantity, Ingredient Quantity / Brand are given below.

<b>NAME OF WORK:- Providing Catering and housekeeping services at Plant Canteen – Alumina, HMA and CPP-540 Canteen.</b>					
<b>S.No.</b>	<b>Description of work- A</b>	<b>Unit</b>	<b>Qty.</b>	<b>UnitRate</b>	<b>Amount</b>
<b>1</b>	<p>Deployment of 136 man power as per attached sheet for Plant Canteen.</p> <p><b>(a) The scope of work for House-man</b> is sweeping, broomming, mopping and dusting of all canteen and its washrooms / toilet, reception, corridors, cafeteria, owing area, store and office, wash basin. The houseman will clean entire Canteen premises including public area with proper cleaning agents, disinfectants like Johnson Diverse (R1 to R9) . The scope involve providing of pesticides and rodent killers, Hit, naphthalene ball, to be used every day in all wash rooms, office, kitchen, public area, toilet / WC.or as per direction of Executive in-charge. The scope of houseman is cleaning dining table, study table, dining chair, bathroom counter, WC pan, wash basin, wardrobe, dining table and chair, switch and socket, AC grill, removal of garbage from dustbin with garbage liner, cleaning of ash can bin, removal of cub-webs, all the glass/mirror cleaned, cleaning of guest landing/fire exit and staircase swept and moped, stain removal from tiles and walls, brass polish. The houseman will prepare various report for furniture and fixture and prepare report for it maintenance (civil/carpentry/electrical / sanitation / water and plumbing), handling of unattended baggage in public area, lost &amp; found, room occupancy, extra / thorough cleaning, key handover and takeover, procedure of reporting and damaged to any Balco property or as per direction of in-charge Hospitality.</p>	Per Month	12		

**b) The scope of work for Food & Beverage server** is

to provide food and beverages services to guest in the canteen/cafeteria, he will be responsible for opening and closing of cafeteria, billing procedure and will responsible for to get ready buffet counter/Bane Marie for the breakfast, lunch and dinner he will layout the dinner table and strictly follow the restaurant timing and ask other to do, he will always maintained good hygiene of Bane Marie, crockery, cutlery, glassware and other F&B Accessories cleaning of dining table and chair, he will be responsible for removing solid and dirty tray, glassware, crockery, cutlery from the dining table and again cleaning and wiping of Crockery, Cutlery, glassware, and other F&B accessories and placed it on dining table, refilling the water pitcher with RO water also in his scope. He will prepare breakage/damage report for all F&B Service accessories and equipment's and submitted the inventory report of end of the month to in-charge Hospitality.

**(c) The scope of work for Chef / cook** is to prepare quality, safe and hygienic food in the breakfast, lunch and d for the guest's, he will take care of all the kitchen equipm refrigerator, RO's, water cooler, pots and pan, gas burner, to and other kitchen equipment's / utensils etc. and prepare repd its repair and maintenance. He will responsible for all receivi raw materials, perishable / non practicable food items at maintain it nutrients value, he should be well expertise in his and keep good knowledge about all traditional Indian Continental cuisine. He will insure about the taste of foo temperature, colour of grevy, tenderness of food, ingred garnishes and accompaniments. The chef / cook knowledge of every cuisine and well expertise in his field. kitchen area should be hygienic, spic and span all the time b kitchen utility staff and all the quality, safety measures w follow by the production. He will be report to F&B Se executive / supervisor and will do his work accordingly, or a instruction of Executive in-charge.

**(d) The scope of work for Utility worker** to wash soiled crockery, cutlery, glassware, tray, pots & pan, utensils and cleaning of kitchen equipment, glass rack, pot rack, sink pot wet grinder, mixer grinder, idly pot, water boiler, tea urn etc he will clean kitchen throughout the day all the dish wash area cleaning with chemical and disinfectant Johnson Diverse (R1 to R9) spiral mixer, and will insure that the kitchen floor always clean and dry. He will report to Chef/cook and help him to cleaning of gas burner/range and changing of gas cylinder in gas bank.

	<p><b>e) The scope of work for crew member</b> is to pick-up of tea, coffee and other hot &amp; cold beverages from canteen and the same would be served in mobile point as per attached annexure, his scope of work include to welcoming guest, demonstrating menu knowledge, answering guest query, describe dishes and providing food and beverages services to guests in the canteen, he will be responsible for opening and closing of mobile point, cash handling, taking order and place the same in kitchen and serve to the guest, he will get ready canteen for the high tea, breakfast, lunch and dinner and follow the canteen timing, he will always maintained good hygiene of canteen, cleaning of dining table and chair, he will be responsible for clearing / removing all soil and dirty tray, glassware, crockery, cutlery from the dining table and replace the same by new cleaned and washed Crockery, Cutlery, glassware, and other F&amp;B accessories, refilling of salt &amp; pepper set, refilling the water glass, water pitcher with RO water also in his scope. He will prepare breakage/damage report for all F&amp;B Service accessories and equipment's and submitted the inventory report of end of the month to F&amp;B Service supervisor. He will be report to F&amp;B Service executive / supervisor and will do his work accordingly, or as per instruction of Executive in-charge.</p>				

2	05 Nos. Temporary manpower for shut down services at CPP-540 unit (01, 02, 03, 04 ) total mandays will be 180 days / person.	Days	900		
3	03 Nos. Temporary manpower for lime water services from 1st april to 30 june every year. Lemon water 6000 pouch (180 ml each) per day for 3 months	Pouch	550000		

### Description of work- A

ANNEXURE -1 STANDARD SPECIFICATION  
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### Description of work- B

ANNEXURE - 1 SCOPE OF WORK  
ANNEXURE - 2 CANTEEN OPERATION AREA AND LOCATION  
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## **ANNEXURE -1**

### **STANDARD SPECIFICATIONS FOR PLANT CANTEEN**

The following specifications should be strictly followed for the above mentioned work:

- 1) Cleaning agents/chemical should be “Johnson Diverse R1 R9” for cleaning of floor, Colin for Glass cleaning or as directed by Executive In Charge.
- 2) Liquid soap (dettol), soap cake (lux/Dettol) will be use in every public toilet or as per direction by in-charge hospitality.
- 3) Cleaning agents R-1 to R-9 of Johnson and Diverse / Suma-Zet / Liquid soap solution, should be used for cleaning of floor and WC by the housekeeping staff.
- 4) Pesticides and rodent killers, Hit, Naphthalene ball, odonil, to be used every day/ when required in room/lounge, Public area toilets.
- 5) Mosquito repellents (liquid) such as “ALL OUT” / “GOOD NIGHT” should be used in cafeteria.
- 6) Room fresheners R5 to be sprayed in cafeteria after every cleaning on a daily basis.
- 7) Thorough cleaning should be done once a week and as when as required in public areas, restaurant, office, store, Kitchen & lounge.
- 8) Attendance, discipline, punctuality, honesty of staff should be shown, maintained throughout the tenure of contract. House Keeping/Service staffs should have at-least 02 year's of experience, Kitchen chef/cook should have 04 year's Cook/Chef and always present well groomed, in proper uniform and badges.
- 9) Daily maintenance report complete in all respects should be submitted every day.
- 10) Deployment of manpower which is shown in BOQ are strictly for Plant canteen only. No helper and trainee (Kitchen / house keeping / F&B Services) will be allowed inside plant canteen.

11) Feed-back /comments should be taken from guest/food committee on weekly / monthly basis.

12. All necessary legal licenses and compliances (food license, labour, ESI, EPF, Police verification etc.), HR statutory compliances and liaison with state authority / government agencies will be in vendor scope.

15. All services which are mention above have to provide 24 hrs and 7days a week or as directed by In – Charge Hospitality.

16. Vendor will submit the medical records of his staff before they are deployed for service at the plant canteen. Staff should be physically, medically, mentally fit. Following tests should be covered under a general medical check-up:

HIV

Physical including X-ray chest

CBC routine,

Urine routine,

Stool routine,

Hepatitis-B

Vidal (Typhoid) test for all food handlers.

17. Overlap period of 10 days of all new employees against replacement/transferred exist employees. Vendor will intimate to in-charge hospitality one week in advance before sanctioning of his staff leave.

18. The vendor will submit various reports like staff attendance, lost & found, all maintenance report on regular basis.

19. Vendor will deploy staff for above mention site, the staff should be well expertise in his / her work, for new staff recruitment reports will be submit to hospitality department in one week in advance.

20. Performance will be evaluated with monthly score card, penalty will be deducted from monthly invoice / bill if services found unsatisfactory or deviation in SOW or late wage payment of staff or not following the standard specification.

21. Vendor will strictly follow Balco safety rule and he will insure PPE in his staff. Personnel Protection Equipment and safety of vendor's staff at work place will be in vendor scope and he has to provide to his staff all necessary equipment, safety shoe, helmet etc or as per direction of Balco HSE.

22. Assets, Equipment etc. which shall be provided by Balco, shall be issued to service provider at the beginning. The same shall be deposited after completion of contract in good and working condition. If these items found missing, breaks/break down, same shall be replenished/ repaired by the service provider at their own cost.

**ANNEXTURE-2**

<b>PARTICULARS OF THE GROCERIES ITEMS NEED TO BE PURCHASED AND USE IN COOKING AT PLANT CANTEN SHOULD BE APPROVED BY FSSAI</b>			
<b>SL.NO.</b>	<b>ITEMS</b>	<b>QUANTITY</b>	<b>BRAND</b>
1	ALMOND	KG	AG MARK / BRANDED
2	AGARBATTI	PKT	AG MARK/BRANDED
3	AJINIMOTO	KG	AG MARK/BRANDED
4	AJWAIN	KG	AG MARK/BRANDED
5	ANNI SEED	KG	AG MARK/BRANDED
6	ARROWROOT	KG	AG MARK/BRANDED
7	ASAFOETIDA	PKT 10 GM	RAMDEV
8	WHEAT FLOUR	10 KG	ASHIRWAD / LAL GULAB
9	BABY CORN	400 GM	GOLDEN CROWN
10	BAKING POWDER	100 GM	WHITEFEILD
11	BAY LEAF	KG	AG MARK/BRANDED
12	BESAN	KG	AG MARK/BRANDED
13	BLACK SALT	PKT 100 GM	AG MARK/BRANDED
14	BOURNVITA	BTL 550 GM	CADBURY
15	BREAD	400 GM	MODERN / CONTINENTAL
16	BREAD CRUMBS	KG	AG MARK/BRANDED
17	BREAD PAV	BATCH (6 NOS)	AMUL / INDORE
18	BUTTER	1/2 KG	AMUL
19	CANDLE	PKT	AG MARK/BRANDED
20	CARDAMOM BLACK	KG	AG MARK/BRANDED
21	CARDAMOM GREEN	KG	AG MARK/BRANDED
22	CASHEWNUTS	KG	AG MARK/BRANDED
23	CASHEWNUTS (4 PCS)	KG	AG MARK/BRANDED
24	CHARMAGAJ	KG	AG MARK/BRANDED
25	CHEWDA	KG	AG MARK/BRANDED
26	CHEESE	PKT 500 GM	AMUL
27	CHOCOLATE	NOS 22 GM	CADBURY
28	CHOCOLATE KITKAT	NOS	KITKAT
29	CHOCO POWDER	TIN 100GM	CADBURY
30	CINNAMON STICK	KG	AG MARK/BRANDED
31	CLOVE	KG	AG MARK/BRANDED
32	COCONUT POWDER	KG	AG MARK/BRANDED
33	COLOR ASSORTED	TIN	BUSH
34	COFFEE POWDER	PKT 500GM	NESCAFE
35	COOKING SODA	KG	AG MARK/BRANDED
36	CORIANDER SEEDS	KG	AG MARK/BRANDED
37	CORN FLOUR	KG	AG MARK/BRANDED

38	CORNFLAKES	450 GM PKT	KELLOGS
39	CREAM AMUL	TIN 1 LITRE	AMUL
40	CHOWMEIN	KG	AG MARK/BABENO
41	CUMIN SEEDS	KG	AG MARK/BRADED
42	CUSTURD POWDER	PKT 500GM	WHITEFEILD
43	DAL BLACK CHANA	KG	AG MARK/BRADED
44	DAL CHANA	KG	AG MARK/BRADED
45	DAL CHHOLE	KG	AG MARK/BRADED
46	DAL GREEN WATANA DRY	KG	AG MARK/BRADED
47	DAL GREEN WHOLE MOONG	KG	AG MARK/BRADED
48	DAL KABOOLI CHANA	KG	AG MARK/BRADED
49	DAL KIDNEY BEANS (RAJMA)	KG	AG MARK/BRADED
50	DAL MASOOR	KG	AG MARK/BRADED
51	DAL MATAR	KG	AG MARK/BRADED
52	DAL MOONG	KG	AG MARK/BRADED
53	DAL ROASTED CHANA	KG	AG MARK/BRADED
54	DAL TOOR	KG	AG MARK/BRADED
55	DAL URAD	KG	AG MARK/BRADED
56	DAL WHITE WATANA DRY	KG	AG MARK/BRADED
57	DAL WHOLE URAD	KG	AG MARK/BRADED
58	DALIA	KG	LIJJAT
59	EQUAL SUGAR FREE	PKT	EQUAL / SUGER FREE
60	ESSENCE VANILLA	BTL	AG MARK/BRADED
61	FRESH MILK	LTR	AMUL
62	FOOD COLOR	PKT	AG MARK/BRADED
63	GHEE PURE	KG	BABA RAMDEV
64	GREAN PEAS FROZEN	05 KG	SAFAL
65	HALDIRAM SNACKS	PKT	HALDIRAM
66	HALDIRAM SNACKS	PKT	HALDIRAM
67	HALDIRAM SNACKS	PKT	HALDIRAM
68	HONEY	BTL	DABUR / HITKARI / BABA RAMDEV
69	ICE-CREAM BUTTER SCOTCH	LTR	DINSHAW /KWALITY/ VAIDI LAL
70	ICE-CREAM VANILLA	LTR	DINSHAW/ KWALITY/ VAIDI LA
71	JAGGERY	KG	AG MARK/BRADED
72	GULAB JAMUN	500 GMS PKT	GITS
73	KASOORI METHI	PKT100 GMS	MDH / EVEREST
74	KESAR	1 GM PKT	AG MARK/BRADED
75	LEMON SQUASH	BTL	AG MARK/BRADED
76	MACARONI / PENNE/ FUSLI	PKT	BAMBINO
77	MACE	KG	AG MARK/BRADED
78	MAKHNA	KG	AG MARK/BRADED

79	MARMALADE	BTL	GOLDEN CROWN
80	MASALA CHAAT	PKT	EVEREST / MDH
81	MASALA CHHOLE	PKT	EVEREST / MDH
82	MASALA PAV BHAJI	PKT	EVEREST / MDH
83	MASALA GARAM	PKT	EVEREST / MDH
84	MASALA CHICKEN	PKT	EVEREST / MDH
85	MASALA MUTTON	PKT	EVEREST / MDH
86	MUSTURD SEED	KG	AG MARK/BRANDED
87	MATCH BOX	PKT	AG MARK/BRANDED
88	METHI SEEDS	KG	AG MARK/BRANDED
89	MILK MADE	TIN 400GM	NESTLE
90	MILK POWDER	PKT 1 KG	EVERYDAY
91	MIXED FRUIT JAM	PKT 500GM	KISSAN / MAGI
92	MIXED JAM SACHET	PKT 500GM	KISSAN / MAGI
93	MIXED PICKLE	5 KG JAR	MOTHER'S RECEIPY / NILON
94	MUSHROOM TIN	TIN 840 GM	GOLDEN CROWN
95	NUTMEG	KG	AG MARK/BRANDED
96	OIL MUSTURD	15 LTR	SIKKA / FORTUNE
97	OIL REFINED	15 LTR	FORTUNE RICE BRAN / SUNDROP / SAFFOLA
98	OIL COCONUT	BTL	PARACHUTE
99	PANEER	KG	AMUL
100	PAPAD MASALA	PKT	LIJJAT
101	PEANUTS	KG	AG MARK/BRANDED
102	PEANUT MASALA	PKT	AG MARK/BRANDED
103	PEPPER POWDER (BLACK)	50 GM	EVEREST / MDH
104	PEPPER POWDER (WHITE)	50 GM	EVEREST / MDH
105	PEPPER WHOLE	KG	AG MARK/BRANDED
106	PINEAPPLE SLICE	TIN	AG MARK/BRANDED
107	PISTACHIO	KG	AG MARK/BRANDED
108	POPPY SEEDS	KG	AG MARK/BRANDED
109	PUFFED RICE	KG	HMT
110	PAPDI	PCS	AG MARK/BRANDED
111	ROOH AFZA	BTL	AG MARK/BRANDED
112	RAISINS	KG	AG MARK/BRANDED
113	RED CHILLI POWDER	KG	EVEREST
114	RED CHILLI WHOLE DRY	KG	EVEREST
115	REFINED FLOUR	KG	ASHIRWAD
116	RICE	KG	HMT
117	RICE BASMATI	100 KG	INDIA GATE (SUPER) / NOORJAHAN
118	SAGO WHOLE	KG	AG MARK/BRANDED
119	SALT	PKT	TATA

120	SAUCE GREEN CHILLI	BTL	MAGGI / KISSAN
121	SAUCE CAPSICO	BTL	KISSAN/MAGGI/TOBASCO
122	SAUCE PEPRICO	BTL	KISSAN/MAGGI/TOBASCO
123	SAUCE WORCHISTER	BTL	KISSAN/MAGGI/TOBASCO
124	SAUCE RED CHILLY	BTL	KISSAN/MAGGI
125	SAUCE SACHET	SACHET	KISSAN/MAGGI
126	SAUCE SOYABEAN	BTL	KISSAN/MAGGI
127	SAUCE TOMATO	BTL	KISSAN/MAGGI
128	SEMOLINA	KG	TASTY TASTY
129	SOYABEAN CHUNKS	PKT	NUTRELA
130	SOYABEAN CRUMBS	PKT	NUTRELA
131	SUGAR CANDY	PKT	AG MARK/BRANDED
132	SUGAR CUBE	500GM	DELUX
133	SUGAR GRANULATED	PKT	AG MARK/BRANDED
134	SWEET CORN TIN	TIN 400GM	GOLDEN CROWN
135	TAMARIND	KG	AG MARK/BRANDED
136	TEA LEAVES	KG	TAJ MAHAL
137	TURMERIC POWDER	KG	EVEREST / MDH
138	TIL SEEDS	KG	AG MARK/BRANDED
139	TOMATO PUREE	TIN	AG MARK/BRANDED
140	VERMICELLI	PKT 200 GMS	BAMBINO
141	VINEGAR	BTL	MEGGI / KISSAN
142	WATER ROSE	BTL	DABUR
143	ARVI	KG	FRESH
144	APPLE	KG	FRESH
145	BANANA GREEN	KG	FRESH
146	BEET ROOT	KG	FRESH
147	BITTER GOURD	KG	FRESH
148	BRINJAL BIG	KG	FRESH
149	BRINJAL SMALL	KG	FRESH
150	CABBAGE	KG	FRESH
151	PANEER	KG	FRESH

**ANNEXURE - 3****Details of Consumables**

S.NO.	PRODUCT	MAKE	UNIT	COST PER UNIT	ESTIMATED QTY PER MONTH	Monthly Cost
1	R2	JOHNSON DIVERSEY	LTR		8	
2	R3	JOHNSON DIVERSEY	LTR		8	
3	VIM POWDER	LOCAL	KG		5	
4	R5	JOHNSON DIVERSEY	LTR		5	
5	R6	JOHNSON DIVERSEY	LTR		7	
6	SPIRAL	JOHNSON DIVERSEY	LTR		7	
8	AIR FRESHNER	LOCAL	BTL		3	
9	NAPHTHALENE BALLS	LOCAL	KG		2	
10	STEEL WOOL	LOCAL	KG		2	
11	SCROTCBRITE	LOCAL	NOS		15	
12	HAND GLOVES	LOCAL	PAIR		2	
14	CHECK DUSTERS	LOCAL	NOS		6	
15	GLASS DUSTERS	LOCAL	NOS		6	
16	BAYGON/Hit	LOCAL	CAN		2	
17	SOFT BROOM	LOCAL	NOS		5	
18	HARD BROOM	LOCAL	NOS		5	
19	FLOOR WIPER	LOCAL	NOS		2	
20	BUCKET	LOCAL	NOS		1	
21	SUPPLE	LOCAL	NOS		1	
22	MUG	LOCAL	NOS		1	
23	GARBAGE BAG	LOCAL	KG		10	
24	TOILET BRUSH	LOCAL	NOS		2	
25	Wet mop refill	LOCAL	NOS		4	
26	DETTOL LIQUID	DETTOL	LITER		5	
28	DRY MOP SET	LOCAL	NOS		1	
29	WET MOP SET	LOCAL	NOS		2	
37	Brasso	LOCAL	NOS		2	

TOTAL(Rs.)

ANNEXURE - 4

**MANPOWER DIPLOYMENT**

DEPLOYMENT OF MANPOWER AT ALUMINA CANTEEN						
DESIGNATION	SHIFT-A	SHIFT-B	SHIFT-C	SHIFT-G	RELIVER	TOTAL
SUPERVISOR	1	1			0	2
WAITER	1	1	0		1	3
COOK	2	1	1	0	1	5
UTILITY WORKER	1	1			1	3
HOUSE MEN	1	1			1	3
CREW MEMBER	4	4	4	0	3	15
DRIVER	1	1	1		1	4
<b>TOTAL</b>	11	10	6	0	8	35

DEPLOYMENT OF MANPOWER AT HMA CANTEEN						
DESIGNATION	SHIFT-A	SHIFT-B	SHIFT-C	SHIFT-G	RELIVER	
SUPERVISOR	1	1				2
WAITER	2	2			1	5
COOK	2	2	1		1	6
UTILITY WORKER	1	1			1	3
HOUSE MEN	1	1				2
CREW MEMBER	10	10	10	0	6	36
DRIVER	1	1	1		1	4
<b>TOTAL</b>	18	18	12	0	10	58

DEPLOYMENT OF MANPOWER AT CPP-1 & CPP-2 CANTEENS						
DESIGNATION	SHIFT-A	SHIFT-B	SHIFT-C	SHIFT-G	RELIVER	
<b>SUPERVISOR</b>	1				1	2
COOK	2	2	0			4
WAITER	2	2				4
UTILITY WORKER	1	1				2
HOUSE MEN	1	1				2
CREW MEMBER	5	5	4		2	16
DRIVER	1	1	1		1	4



PANDIT JI				1		1
<b>TOTAL</b>	13	12	5	1	4	35

DEPLOYMENT OF MANPOWER AT ADM BUILDING SHIFT WISE						
AREA	GR FLOOR	1ST FLOOR	2ND FLOOR			TOTAL
HOUSE MEN	1	1	1			3
PANTRY BOY	1	1	1			3
SUPERVISOR	1					1
<b>TOTAL</b>	<b>2</b>	<b>3</b>	<b>2</b>			<b>7</b>

DEPLOYMENT OF MANPOWER SHIFT WISE						
AREA	SHIFT-A	SHIFT-B	SHIFT-C	SHIFT-G	RELIVER	TOTAL
ALUMINA CANTEEN	11	10	6	0	8	35
HMA CANTEEN	18	18	12	0	10	58
CPP-1 & CPP-2 CANTEEN	13	12	5	1	4	35
ADM BUILDING	2	3	2			7
CC & CSR Depart.				1		1
<b>TOTAL</b>	<b>44</b>	<b>43</b>	<b>25</b>	<b>1</b>	<b>22</b>	136

SUPERVISOR	7
COOK	15
WAITER	12
PANTRY	3
HOUSE MEN	10
UTILITY WORKER	8
CREW MEMBER	67
DRIVER	12
PANDIT JI	1
CC & CSR Pantry boy	1

DEPLOYMENT OF MANPOWER AT ALUMINA CANTEEN						
DESIGNATION	SHIFT-A	SHIFT-B	SHIFT-C	SHIFT-G	RELIVER	TOTAL
SUPERVISOR	1	1			0	2
WAITER	1	1	0		1	3

COOK	2	1	1	0	1	5
UTILITY WORKER	1	1			1	3
HOUSE MEN	1	1			1	3
CREW MEMBER	4	4	4	0	3	15
DRIVER	1	1	1		1	4
<b>TOTAL</b>	11	10	6	0	8	35

DEPLOYMENT OF MANPOWER AT HMA CANTEEN						
DESIGNATION	SHIFT-A	SHIFT-B	SHIFT-C	SHIFT-G	RELIVER	
SUPERVISOR	1	1				2
WAITER	2	2			1	5
COOK	2	2	1		1	6
UTILITY WORKER	1	1			1	3
HOUSE MEN	1	1				2
CREW MEMBER	10	10	10	0	6	36
DRIVER	1	1	1		1	4
<b>TOTAL</b>	18	18	12	0	10	58

DEPLOYMENT OF MANPOWER AT CPP-1 & CPP-2 CANTEENS						
DESIGNATION	SHIFT-A	SHIFT-B	SHIFT-C	SHIFT-G	RELIVER	
<b>SUPERVISOR</b>	1				1	2
COOK	2	2	0			4
WAITER	2	2				4
UTILITY WORKER	1	1				2
HOUSE MEN	1	1				2
CREW MEMBER	5	5	4		2	16
DRIVER	1	1	1		1	4
PANDIT JI				1		1
<b>TOTAL</b>	13	12	5	1	4	35

DEPLOYMENT OF MANPOWER AT ADM BUILDING SHIFT WISE						
AREA	GR FLOOR	1ST FLOOR	2ND FLOOR			TOTAL
HOUSE MEN	1	1	1			3
PANTRY BOY	1	1	1			3
SUPERVISOR	1					1
<b>TOTAL</b>	2	3	2			7

DEPLOYMENT OF MANPOWER SHIFT WISE						
AREA	SHIFT-A	SHIFT-B	SHIFT-C	SHIFT-G	RELIVER	TOTAL

ALUMINA CANTEEN	11	10	6	0	8	35
HMA CANTEEN	18	18	12	0	10	58
CPP-1 & CPP-2 CANTEEN	13	12	5	1	4	35
ADM BUILDING	2	3	2			7
CC & CSR Depart.				1		1
<b>TOTAL</b>	<b>44</b>	<b>43</b>	<b>25</b>	<b>1</b>	<b>22</b>	<b>136</b>

SUERVISOR	7
COOK	15
WAITER	12
PANTRY	3
HOUSE MEN	10
UTILITY WORKER	8
CREW MEMBER	67
DRIVER	12
PANDIT JI	1
CC & CSR Pantry boy	1

## ANNEXURE-1

### Description of work- B

#### Scope of Work:

#### **PROVIDING CATERING, PANTRY AND HOUSEKEEPING SERVICES AT ALUMINA, HMA & CPP-1, CPP-2 CANTEEN (INSIDE THE BALCO PLANT)**

**1.** To provide canteen services in BALCO Plant-1 canteens – 6 Canteens

- Alumina Canteen - 24hr X 7 days a week.
- Comprehensive Canteen- 24hr X 7 days a week
- CPP-1 and CPP-2 Canteen - 24hr X 7 days a week
- Dining area at ADM Building 06 am to 09 pm
- Dining area at CDO Building 06 am to 09 pm
- Dining area at Smelter Building 06 am to 09 pm.

**2.** To operate **65 mobile points** at various locations in the plant premises or as per direction of in-charge Hospitality. (Details in Annexure I-B)

- Separate mobile points for Contract labor & Employees in some specific mobile service points where number of contract laborers are more.
- Cleaning of the canteen / dining area and mobile service point before & after service.
- Tea should be served in cups and if cups are found broken , a penalty of Rs.100 /- per cup would be imposed
- If the mobile point is crowded, the contractor would ensure the availability of adequate snacks & tea at the point - by increasing the quantity as and when required at the service timings. Complaint from the workers and staff about insufficient quantity will not be acceptable.
- 10% increase in No. of mobile points as and when required and decided by the management/ Welfare department can be done at no extra cost.
- Penalty for not maintaining quality, quantity and hygiene at mobile points will be defined and contractor will have to agree to them.

- g) Provision of regular internal audits of mobile services for checking quality, quantity & hygiene of mobile services will be made from management/CMC and the contractor will be bound to respond to the suggestions/comments of auditors.
- h) Contractor has to provide all the food items given in Annexure-I C at all the mobile points on rotation basis within the time frame as fixed by Balco.
- i) Contractor will provide three vehicles for pick-up of food from kitchen and service the same at canteen, dining area and service point etc.
- j) Loss on production in plant due to delay in snacks, meal, tea etc. at canteen / dining area / mobile point etc. contractor will be responsible and the cost will be recover from his monthly invoice / bill.
- k) The service provider will provide tea / coffee / snacks dispenser in critical location to avoid delay in tea / coffee snacks, meal etc.
- l) The vendor will send his senior officials / executive to all the service location and will ensure the services are satisfactory in all location on regular basis, feed-back will take from shift in-charge from all location for smooth food and beverages services.

**3. CONTRACT PERIOD:** The contract period 1 year

**4. CONTRACT REQUIREMENT:**

- a) The Contractor should be capable to provide the service for an average of 1000 Break-fast, 1000 lunch and 500 dinner to the employees and maximum 1000 Employees during night for tea & hot snacks in mobile and window points.
- b) Contractor should also be capable to provide the service for an average of 5000 tea, coffee, fresh lime water (sweet, salted and sweet & salted) in the morning, afternoon, evening and night. The contractor will provide fresh lime water (sweet, salted and sweet & salted) for around 5000 glass (250 ml) in summer (15<sup>th</sup> April-17-30<sup>th</sup> June -18 at pot room cast house or as directed by in-charge hospitality.
- c) Contractor should be capable for time to time provides the packet snacks, hot snacks & tea in CDO, Smelter & Alumina conference hall, IR & CLMS offices during the meetings or as direction of in-charge hospitality.
- d) The Contractor should also be capable to provide the above mentioned service at 1200 MW, smelter -3 canteens, HMA, CPP-540, Alumina Canteen, shop floor and all dining area.
- e) At the time of strike / crises the contractor should capable to provide 7000 nos. Breakfast, lunch, dinner, tea and snacks.
- f) To run smooth services at Alumina canteen, HMA Canteen, CPP-540 Canteen and Mobile Point (65nos.) the service provider will issue food and beverage coupon to guest to avoid shortages of cash and change. The service provider may issue card swipe machine / POS to their staff for smooth payment handling.
- g) All the grocery, raw material and gas cylinder are in vendor scope. Balco will provide store for grocery, vegetable and empty LPG Cylinder to service provider, refilling to gas cylinder is also in vendor scope.
- h) Balco will provide Kitchen equipment's like- wet grinder, gas range/burner, water boiler, tilting pan, rice boiler, induction cooker, idly steamer, mixer grinder etc. on working condition and vendor will insure these equipment's should be always in working condition and all maintenance scope of these equipment's are in vendor scope.
- i) All the spare parts of gas range, bane Marie coil, heating elements should be in vendor scope, he will keep two moths spare parts in advance.
- j) All the groceries and vegetable should be kept in adequate quantity, at-least 10 days stock should be maintained and should be kept in store.
- k) All grocery should be approved by fsai, and vendor should have separate food license for all canteen.
- l) The vendor will provide same menu in all plant canteen or as directed by in-charge Hospitality, the monthly cyclic menu will be provided by Hospitality department in one month advance.
- m) The menu at annexure -6 -A, B & C will be served in all canteens as per directive of in-charge hospitality / as per guidance of Balco Management..

- 5. MANPOWER:** Necessary workforces shall be deployed / provided for smooth operation and maintenance of the canteen. However the minimum manpower deployment shall be 99/day (Excluding Manager & Supervisor).

**6. PRICE BASIS, PAYMENT TERMS & TAXES:**

- a) The rates of Eatables as per Annexure – II A shall remain firm during the contract period and revision shall be with the sole consent of BALCO. Sales Tax/commercial tax inclusive on the food items.
  - b) In case new LTS is finalized the rates of eatable is increased, considering the present sale trend, amount increased on subsidized items will be recovered from the contractors monthly bills, considering the same trend of food sales.
  - c) Service tax shall be extra.
- 7. PAYMENT TERMS & TAXES:** The contractor shall submit the bills for payment by 5<sup>th</sup> of each month in respect to sale done during previous month .The contractor shall get the invoice duly certified by competent authority SBU Head/in charge or as directed by in-charge Hospitality BALCO after satisfactory completion of the work.
- 8.** BALCO shall without any prejudice to other rights be at liberty to deduct from the service charges any amount /damages due by the contractor to BALCO. The payment of service charges or any other fees, charges or dues shall be subject to deduction of taxes /levies as applicable including income tax deduction at source

**9. PENALTY IN CASE OF NON- PERFORMANCE:**

- a) BALCO shall have the right at all reasonable times to visit and inspect the canteens to ensure adequate sanitary condition, price, Quality and Quantity of Eatables, observance of Safety regulations, by BALCO's authorized representative and the instructions given during inspection of such authority shall be strictly observed / complied with within reasonable time. (penalty clause for various deficiency/discrepancy attached in Annexure III)
- b) At any Emergency situation (strikes and others) in Plant, The contractor has to ensure continuity of quality services. If service provider fails to provide uninterrupted canteen service at any point of time, in that case Balco has liberty to arrange the entire requirement/services at the risk & cost of the contractor.

- 10. INSPECTION & RECORDS:** The contractor shall personally supervise the work quality and maintain a check list of for such inspections. The check list will be finalized in conjunction with welfare department of Balco. This is to ensure that the services rendered under this contract are carried entirely to BALCO's satisfaction. Registers for garbage disposal, for whitewash, for supply or production of breakfast, & details of food items in lunch & dinner has to be maintained, Medical checkup register, Raw material / stock entry register, Asset Register, customer suggestion-cum- complaint register, statistical details of the number of consumers per day in all the canteens & all these needs to be submitted to Welfare in charge Balco on regular basis in soft copy and duly signed hard copy.

**11. FACILITIES TO BE PROVIDED AND CONDITIONS APPLICABLE :** During the validity of contract for running the canteens the following arrangements will be made:

- a) Infrastructure like Canteen buildings, counters for mobile services will be provided by BALCO, Electricity and water required for running canteens and mobile services will also be provided by BALCO. The company reserves the right to penalize the contractor in case misuse and waste of electricity & water is observed during the period of contract.

- b) The contractor shall keep the premises of canteens and its surroundings in a clean & proper hygienic condition by regular washing with detergent /water and shall also be responsible for safety and proper upkeep of furniture, fittings, equipments etc., provided BALCO for canteen in his own cost.
- c) No structural alteration in or around the premises shall be permitted to and made by the contractor without the prior written approval of BALCO.
- d) BALCO shall have the right at all reasonable times to visit and inspect the canteens to ensure adequate sanitary condition, price, Quality and Quantity of Eatables, observance of Safety regulations, by BALCO's authorized representative and the instructions given during inspection of such authority shall be strictly observed / complied with within reasonable time.

Note: If during inspection by the Authorized representative, any discrepancy/deficiency in quality and quantity of eatables, hygiene is observed, a fine not less than Rs.500/- (Rupees five Hundred only) on each occasion will be imposed, if no satisfactory explanation is given by the contractor (penalty clause for various deficiency/discrepancy attached in Annexure III)

- e) BALCO shall provide free of cost , requisite furniture (including for office use), kitchen electrical equipments for cooking , refrigeration for storage of cold drinks etc., air coolers and water coolers in dining halls, Auto telephone for office and canteens only. P&T Telephone for office will be provided by BALCO on actual chargeable basis. Steel thermos, kettles, Saucepans and other kitchen items will also be provided by BALCO. Crockery and cutlery required for canteen services including mobile services for Tea and snacks will be arranged by the contractor at his own cost. No breakage of cutlery/crockery will be compensated by BALCO.

Note: The contractor shall be responsible for proper upkeep/handling of equipments provided by BALCO and loss or damage due to negligence and or mis- handling by the contractor will be made good by replacement or properly repaired by the contractor at his own cost. Periodical major repairs/maintenance of certain equipments/furniture will be arranged by BALCO.

**12. DISCIPLINE:** Employees of the canteen agency shall observe BALCO's discipline and safety rules viz., exit and entry to the plant and other premises of the company which will be allowed on production of identity cards to be issued by BALCO and subject to check by the security Staff as may be required for safe working in the canteen.

**13. WORK TIMINGS:** The contractor shall ensure that no employee of the contractor will enter and remain on the premises of Balco unless necessary for fulfilling contractor's obligations under this contract. In order to maintain proper coordination at the plant, the workmen deployed by the contractor shall adhere to the work timings mutually agreed by the parties. These timings may be changed from time to time as per the requirement of Balco with mutual discussion.

**14. UNIFORM:** All Service Boys in Canteens should always remain in clean uniform with full paint. Clean uniform with cap for the employees on service duty & clean uniforms with full sleeves with Cap & Apron in kitchen duty is a must

The contractor shall provide uniforms, plastic hand gloves for all persons deployed in the Canteen. Caps and Apron shall be provided to all persons handling food during various stages of preparation of food till serving. The personnel deployed should observe utmost cleanliness. Any failure to do so to be viewed very seriously and penalized. A list of items to be used in uniform is attached as appendix.

**15. SAFETY EQUIPMENTS:** Contractor has to supply safety shoes and safety helmets, gadgets, masks, goggles. Neither contractor nor his Employees will be permitted to enter factory premises without safety equipments. In case of any violation of safety or non-compliance by the contractor or his Employees, severe action will be taken against and in such cases BALCO shall penalize the contractor Rs.500/- for first time and Rs.1000/- if repeated for second time. If the contractor continues to fail to provide safety equipments or failed to follow safety compliances, BALCO reserves the right to cancel the contract.

The contractor shall immediately upon knowing of any accident, damage or losses, in which he/his workmen/ staff is/are involved in any way, should inform the Welfare department and CMC.

The contractor shall take all necessary and stipulated safety precautions and provide adequate supervision by competent persons to do the job safely and without damage to the plant, personnel, equipment and the environment.

Contractor will ensure that all his staff working in all capacity at the canteens undergo mandatory safety training at the plant's safety department and also undergo refresher course as and when stated by the security department. Any person coming as replacement of any existing staff will also have to undergo such training. No person will be allowed to work in the plant canteen unless and until he/she has undergone safety training.

Contractor should be responsible for installation, upkeep & maintenance of adequate fire extinguishers in and around the canteen premises.

**16. AUDIT:** The Accounts related to running of canteens etc by the contractor shall be subject to Audit by the Internal/External Audit agency or BALCO as deemed necessary. For purpose of Audit the contractor shall be liable to produce all required data/ documents and any irregularities noticed will be complied with by the contractor to the satisfaction of audit representative.

**17. QUALITY OF FOOD ITEMS & RAW MATERIALS:** The food items served should be fresh, palatable and of good quality. It is the sole responsibility of the contractor to ensure that the food items procured are not adulterated or of poor quality. Strict action including imposition of fine against the contractor, as may be decided by the food committee / In charge Hospitality will be imposed if food served with adulterated items or substandard quality is noticed, at any stage of the Canteen service. The contractor needs to ensure the following:

- a) Constant supply of cheap vegetables and same dishes will be discouraged and it will be monitored that none of the vegetable will be served for more than 25% of the times in a month, minimum 5-6 variety of vegetables will be served in a week with a limit defined. The vegetables will be stored in proper containers and not in open space to ensure that they are in good condition.
- b) Quality of all ingredients used to prepare all food items should be of reputed grades and of standard brand quality, company packed and sealed, and procured from genuine suppliers as mentioned in the contract.
- c) The Canteen should be open to inspection by the authorities of the organization at any time without notice. The Contractor shall be available all the time to take decisions, for consultation with CMC and to deliver the services.
- d) MENU BOARD - The contractor shall post the weekly menu card in the notice board.

- e) All packet product items should be available always at food counter on cash and to be sold at actual / MRPs without any additional cost.
- f) Contractor has to ensure stocks of food grains, grocery etc. at lease for 7 days at any point of time, for all the employees.
- g) Efforts to save water, Fuel & Electricity by optimized use of electrical equipments shall be made by all worker/supervisors working under O&M contract of canteen.

**17. VEHICLE ARRANGEMENT:** The Contractor will make necessary arrangement of vehicle for internal movement of food items to mobile points and within the places where canteen facility exists. Company will not provide any transportation facility for internal or external movement of goods of the canteen.

**18. ACCOMMODATION:** *Accommodation is in vendor's scope.*

#### **19. GENERAL OBLIGATIONS:**

- a) **WATER COOLER:** Water cooler kept in the kitchen has to be cleaned on weekly basis. The contractor has to display a notice on the Water cooler for date of cleaning of water cooler & next date of cleaning of water cooler
- b) **AIR CONDITIONERS:** Air Conditioners have to be switched on only during meal timings & during official functions, as permitted by Hospitality Deptt.
- c) **FIRST AID BOX:** The contractor has to maintain First Aid Boxes kept in the Alumina & Smelter Canteen. Medicine & other items need to be refilled on monthly basis from First Aid Center of Balco. Any lapse in this will be viewed very seriously and will call for fine on audit.
- d) **LIGHT MUSIC SYSTEM:** *Only permitted music needs to be played. Music other than permitted will invite heavy penalty for each incident. Since the music system installed in the canteens are fully functional, upkeep and maintenance of them will be the responsibility of the contractor.*
- e) **PA SYSTEM:** *PA system should be allowed to use only with the written permission from Hospitality Deptt, during official functions.*
- f) **TERRACE:** *Terrace should be cleaned at least on weekly basis. Not even a single leaf should be found on the terrace. Any seepage happening on account of non clearance of foliage will be billed to the contractor.*
- g) **FISH AQUARIUM & GARDEN INFRONT OF ALUMINA CANTEEN** *and other canteens as and when developed from time to time will be maintained by the contractor. The running and maintenance of Fish Aquarium completely (including procuring fishes, feeding and changing water and other chores) will be done by the contractor. The garden in front of Alumina Canteen (and other canteens) needs to be maintained properly by the contractor on regular intervals.*
- h) **NO MEETING / FUNCTION:** inside the canteen premises should be allowed to conduct without permission from In-charge Hospitality.

**20. HOUSEKEEPING:** The contractor shall ensure that it's Employees while on BALCO premises should observe the standards of cleanliness and hygiene in all aspects. Also he will ensure that all the area under jurisdiction of the canteen premises e.g. halls, toilets, interiors of canteen etc is clean at all times. He may maintain a check list for the same and get it vetted by the In-charge Hospitality.

**21. DISPOSAL OF CANTEEN WASTE:** All kitchen generated waste & food waste should be disposed properly in the designated area as per In-charge Hospitality and also has to ensure that no food wastages are drains outside the canteens.

**22. MEDICAL CHECKUP OF STAFFS:** Pre-Medical examination & periodical medical examination has to be ensured by the contractors to all their employees.



**23.** A Security BG of the 10% of the annual contract value may be submitted against which their shall be no deduction on monthly bills.

**24.** All the penalty clauses mentioned in Annexure-III shall be applicable, however before imposing any penalty on the services provider, the same shall be discussed between the two parties and the penalty shall be accordingly levied.

**25.** BALCO's service order's general terms and conditions also shall be applicable to this contract as per annexure

**ANNEXURE: 2**  
**CANTEEN LOCATION INSIDE THE PLANT**

<b>S.No</b>	<b>Name of the canteen</b>	<b>location</b>	<b>Timings</b>	<b>Type of service</b>	<b>Kitchen process carried out</b>
1	Alumina Canteen	Alumina	Round the clock	Breakfast, lunch, dinner, Tea & snacks to be served	Food partially Cook in HMA Canteen and serving will be done at Alumina Canteen. Counter / Mobile point tea and snacks will be prepared.
2	HMA Canteen	Comprehensive Building	Round the clock	Breakfast, lunch, dinner, Tea & snacks to be served	Food will be prepared for all canteen and Counter / Mobile point tea and snacks will be prepared.
3	CPP-540 Canteen	CPP-2	Round the clock	Breakfast, lunch, tea & snacks to be served	Food partially Cook in HMA Canteen and serving will be done at Alumina Canteen. Counter / Mobile point tea and snacks will be prepared.
4	Nuclus-1 & 2	Plant-3 smelter	Round the clock	Breakfast, lunch, dinner, Tea & snacks to be served	Food partially Cook in HMA Canteen and serving will be done at Nuclus-1&2. Counter / Mobile point tea and snacks will be prepared.

5	Administration building Canteen	Aluminium Bhavan	From 7:00 am to 10:00 pm (sometimes extends till late night on need basis- depending on the meetings & conferences )	Breakfast , Lunch, tea & snacks are to be served	Only serving (Cooked food is brought from HMA canteen and served at ADM.
6	Smelter Canteen	Old smelter	From 7:00 am to 10:00 pm (sometimes extends till late night on need basis- depending on the meetings & conferences )	Breakfast , Lunch, tea & snacks are to be served	Only serving (Cooked food is brought from HMA canteen and served at smelter canteen.
7	CDO Building	Beside Alumina Canteen	From 8:30 am to 6:00 pm- <b>On requirement Basis</b>	Lunch, tea & snacks are to be served	Food will be prepared in HMA Canteen and serving part will be done at CDO.

### **ANNEXURE-3**

#### **TIMINGS OF THE CANTEEN SERVICES**

The services of canteen shall be provided to the employees on all days (working or otherwise).

The canteen shall function as per timing given below

#### **DETAILS OF THE CANTEEN TIMINGS (Plant –1)**

Type of service	Canteen Timings
Breakfast	From 7:00 AM to 7:30 AM
Lunch	From 12:30 PM to 2:00 PM
Dinner	From 8:00 PM to 9:00 PM

#### **DETAILS OF MOBILE POINTS TO BE OPERATED IN PLANT I**

- Total number of Mobile points operated inside the Plant :65

#### **Mobile Timings:**

<i>Sl. No.</i>	<i>Description of Mobile Tea Service</i>	<i>Time</i>

1	Morning Mobile Service	10:00 AM to 10:15 AM / 10:15 AM to 10:30 AM
2	Evening Mobile Service	3:15 PM to 3:30 PM / 3:30 PM to 3:45 PM
3	Late Evening Mobile Service	6:00 PM to 6:15 PM / 6:15 PM to 6:30 PM
4	Night Mobile Service	12:00 MN to 12:15 AM / 12:15 AM to 12:30 AM
5	Late Night Mobile Service	3:00 AM to 3:15 AM / 3:15 AM to 3:30 AM

#### **ANNEXURE-4**

##### **Details of Mobile points: THROUGH ALUMINA CANTEEN**

S.No	Name of Mobile Point	Timing of Mobile Point & approximate manpower needs to be served				
		10:00AM	3:30PM	6:00PM	12:00AM	3:00AM
1	Weigh Bridge - 5 & 6	30	30	30	30	30
	Loco Shed	40	40	40	40	40
2	MRSDS	30	30	30	30	30
	Fire	20	20	20	20	20
3	Smelter Store	30	30	30		
4	Weigh bridge & Material Gate	20	20	20	20	20
5	Alumina Gate	20	20	20	20	20
	Water Treatment Plant	20	20	20	20	20
6	Central garage	20	20	20		
	Compressor House & ABB	40	40	40	40	40
7	ERS	20	20	20		
	Central Workshop	20	20	20		
8	SRS - HRM	70	70	70	70	70
9	SRS - Finishing Line	20	20	20	20	20
10	SRS - Packing	50	50	50	50	50
11	SRS - Dispatch	50	50	50	50	50
	Cast House-1- Dispatch	30	30	30	30	30
12	Cast House-1- Regular	30	30	30	30	30
13	Foundry	50	50	50	50	50
Total		19 M/Point	19 M/Point	19 M/Point	15 M/Point	15 M/Point

**Details of Mobile points: THROUGH HMA CANTEEN**

S.No.	Mobile Points	Timing of Mobile Point & approximate manpower needs to be served				
		10:00AM	3:30PM	6:00PM	12:00AM	3:00AM
1	Pot Line-1 Sec-1	70	70	70	70	70
2	Pot Line-1 Sec-2	70	70	70	70	70
3	Pot Line-1 Sec-3	70	70	70	70	70
4	Pot Line-1 Sec-4	70	70	70	70	70
5	Pot Line-1 Sec-5	70	70	70	70	70
6	Pot Line-1 Sec-6	70	70	70	70	70
7	Pot Line-1 Sec-7	70	70	70	70	70
8	Pot Line-1 Sec-8	70	70	70	70	70
9	LCS	70	70	70	70	70
10	Godown	50	50	50	50	50
11	Alu Handling-1	50	50	50	50	50
12	Garage Plant-2	70	70	70	70	70
13	Nucleus-1	120	120	120	120	120
14	Nucleus-2/ Pentagon	120	120	120	120	120
15	Rodding-2	70	70	70	70	70
16	GAP	60	60	60	60	60
17	Bake oven	50	50	50	50	50
18	Cast House-2	70	70	70	70	70
19	Cast House-3	70	70	70	70	70
20	Cast House-3 Logistics/Alumina Handling-2	60	60	60	60	60
21	Cast House-1	50	50	50	50	50

**Details of Mobile points: THROUGH CPP-540 CANTEEN**

S.No.	Mobile Points	Timing of Mobile Point & approximate manpower needs to be served				
		10:00AM	3:30PM	6:00PM	12:00AM	3:00AM
1	DM Plant Near Lab	70	70	70	70	70
2	Compressor Hs Neasa ESP 1 &2	70	70	70	70	70
3	Mill Maint Area Unit 1 &2	70	70	70	70	70
4	CHP Near Crusher house	80	80	80	80	80
5	CHP Track Hopper Labour Shade-2	80	80	80	80	80
6	CHP Control Room	80	80	80	80	80
7	Near DG House Unit 1&2	80	80	80	80	80
8	Near DG House Unit 3&4	80	80	80	80	80
9	Mill Area Maint Room Unit 1 &2	80	80	80	80	80
10	Mill Area Unit 2 &3	80	80	80	80	80



**MENU-B, COMMON CYCLIC MENU FOR THE MONTH OF.....,17 (ALUMINA / HMA / CPP-1 & CPP-2 CANTEENS)**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	WEIGHT	PRICE
BREAK FAST	BREAK FAST	BREAK FAST	BREAK FAST	BREAK FAST	BREAK FAST	BREAK FAST		RS.
CHHOLE BHATURE	IDLI WITH SAMBHAR	ALOO PARATHA WITH CURD	PAV BHAJI	DOSA WITH SAMBHAR	POHA JALEBI	SEMIA UPMA	100 gms+100 gms	
PICKLE	COCONUT CHUTNEY	PICKLE	PICKLE	COCONUT CHUTNEY	TAMATAR DHANIYA KI CHUTNEY	COCONUT CHUTNEY	10 gm	
UTTAPAM WITH SAMBHAR	POORI BHAJI	MEDU VADA WITH SAMBHAR	STUFFED KACHAUDI WITH BHAJI	POORI BHAJI	IDLI WITH SAMBHAR	ALOO PARATHA WITH CURD	100 gms+100 gms	
COCONUT CHUTNEY	PICKLE	COCONUT CHUTNEY	PICKLE	PICKLE	COCONUT CHUTNEY	PICKLE	10 gms	
TEA	TEA	TEA	TEA	TEA	TEA	TEA	80 ML	
LUNCH / DINNER	LUNCH / DINNER	LUNCH / DINNER	LUNCH / DINNER	LUNCH / DINNER	LUNCH / DINNER	LUNCH / DINNER	WEIGHT	PRICE
GREEN SALAD	GREEN SALAD	GREEN SALAD	GREEN SALAD	GREEN SALAD	GREEN SALAD	GREEN SALAD	20 gms.	
PAPAD & PICKLE	PAPAD & PICKLE	PAPAD & PICKLE	PAPAD & PICKLE	PAPAD & PICKLE	PAPAD & PICKLE	PAPAD & PICKLE	1 No.+ 5gm	
GOBHI-65	MIX VEG	BHINDI DO PYAZA	ALOO BEANS BHURJI	PESHAWARI CHANA	ALOO CAPSICUM	PARWAL MASALA	100 gm	
VEG KOFTA CURRY	MATAR MUSHROOM	KADI PAKODA	VEG KOFTA CURRY	VEG KOLHAPURI	,MATAR METHI MALAI	VEG MAKHNI	100 gm	
STEAMED RICE	STEAMED RICE	STEAMED RICE	STEAMED RICE	STEAMED RICE	STEAMED RICE	STEAMED RICE	180 gm	
CHAPATI	CHAPATI	CHAPATI	CHAPATI	CHAPATI	CHAPATI	CHAPATI	02 nos.	
DAL CHATPATI	CHANA DAL TADKA	TOOR DAL TADKA	DAL MAKHNI	RAJMA RASEILA	TOOR DAL TADKA	DAL LAHSUNI	100 ml	
MIX VEG RAITA	MIX VEG RAITA	MIX VEG RAITA	MIX VEG RAITA	MIX VEG RAITA	MIX VEG RAITA	MIX VEG RAITA	100 ML	
HOME MADE DESSERT	HOME MADE DESSERT	HOME MADE DESSERT	HOME MADE DESSERT	HOME MADE DESSERT	HOME MADE DESSERT	HOME MADE DESSERT	40 GMS	

Items from the above menu + 40 gms extra dessert + Paratha 04 nos. instead of 02 chapati + 100 ml extra dal							
Items from the above menu + Paneer preparation (100 gm paneer+ 80 ml grevy)100 gms extra special dessert instead of home-made + Paratha 04 nos. instead of chapati + 100 ml extra dal + SPECIAL RICE							
<b>DESSERT &amp; PANEER DISH FOR SPECIAL THALI OF (NEW ITEM)</b>							
PANEER JAIPURI	PANEER BHURJEE	PANEER SAAG WALA	PANEER KHURCHAN	PANEER LABABDAR	SAHI PANEER	PALAK PANEER	100 gms paneer+ 80 ml grevy
KHEER KADAM	RASOGULLA	GULAB JAMUN	KESARI KHEER	MOONG DAL HALWA	RASGULLA	ICE CREAM	100 gms

**A la carte to be provided in Plant Canteens**

A LA CARTE MENU		
ITEMS	QUANTITY	Unit rate
SOFT DRINKS (COKE / PEPESI BRAND ONLY) 300 ML ,330 ML, 500ML, 1.25 LITER, 2 LITER	AS PER AVAILABLE PACK / BOTTLE / CANNED	MRP
MINERAL WATER (KINLEY / AQUAFINA ONLY) 200 ML , 500 ML, 1000 ML		MRP
TETRA PACK JUICE (REAL / TROPICANA ONLY) 200 ML, 500 ML, 1 LITER, 2LITER		MRP
AMUL COOL / AMUL BUTTER MILK		MRP
WAFERS (LAYS / KURKURE / BINGO / UNCLE CHIPS)		MRP
MIXTURE -HALDIRAM / BIKANERIWAL		MRP
BISCUITS- GOOD DAY, HIGH FIBER, HIDE & SEEK, PARLE G, BOURBON DARK FANTASY ETC.		MRP
CANDY, CHOCOLATE- CADBURY, NESTLE		MRP

ICE CREAM -ANY		MRP
ITEMS	Quantity	Unit rate
VEG SANDWICH (2 SLICES)	100 GMS	
CHEESE SANDWICH PLAIN (2 SLICES)	120 GMS	
CORN FLAKES WITH MILK	50 GMS+ 100 ML	
TOAST -4 SLICES + 10 GMS BUTTER / JAM	200 GMS	
LASSI SWEET & SALTED	250 ML	
FRESH LIME WATER	250 ML	
MILK (SANCHI / AMUL TAJA)	250 ML	
BUTTER MILK	250 ML	
FRESH LIME SODA (LEHAR)	250 ML	
HEALTH DRINKS Bourn vita / Complian / Horlics	250 ML	
VEG HAKKA NOODLE	200 GMS	
VEG FRIED RICE	200 GMS	
VEG MANCHURIAN	200 GMS	
EGG BHURJI / CURRY	02 EGG + 100 GMS GRAVY	
PANEER -ANY PREPARATION	80 GMS + 100 GMS GRAVY	
SAMOSAS CHAAT	100 GMS	
DAHI VADA	100 GMS	
OMELET	3 EGGS	
VEG CUTLET	100 GMS	
OBOILED EGG	2 NOS. EGG	
POORI EXTRA	20 GMS	
CHAPATI EXTRA	40 GMS	
RICE EXTRA	180 GMS	
SEPECIAL VEG FULL	N/A	
SEPECIAL VEG HALF	N/A	
CURD	100 GMS	
UTTAPAM WITH SAMBHAR	01 NO.	
JALEBI	N/A	
DRY VEG EXTRA	100 GMS	



## **MENU FOR MASS GATHERING / OCCASION / CRISES**

BREAKFAST		PRICE	BREAKFAST		PRICE
POORI WITH BHAJI	08 Nos. + 150 gms.		POHA	200 gms.	
LACHHA ONION	30 gms		TOMATO CHUTNEY	80 gms.	
PICKLE	10 gms		JALEBI	100 gms.	
PAV WITH BUTTER	02 Nos. + 10 gms		TEA	80 ml.	
TEA	80 ml				
WATER BOTTLE 200 ML & PARCEL TRAY			WATER BOTTLE 200 ML & PARCEL TRAY		

LUNCH		PRICE	LUNCH		PRICE
GREEN SALAD	20 gms		GREEN SALAD	20 gms	
MIXED VEG	100 gms.		GOBI MASALA	80 gms.	
VEG KOFTA CURRY	100 gms.		VEG MAKHNI	100 gms.	
YELLOW DAL TADKA	200 ml.		HARI ,OONG DAL TADKA	200 ml.	
STEAMED RICE	180 gms.		STEAMED RICE	180 gms.	
ROTI / POORI	4 nos.		ROTI / POORI	4 nos.	
WATER BOTTLE 200 ML & PARCEL TRAY			WATER BOTTLE 200 ML & PARCEL TRAY		

DINNER		PRICE	DINNER		PRICE
GREEN SALAD	20 gms		GREEN SALAD	20 gms	
DUM ALOO KASHMIRI	80 gms.		ALOO JEERA	80 gms.	
MUTTER MUSHROOM	100 gms.		VEG KOLHAPURI	100 gms.	
MIXED DAL TADKA	200 ml.		CHANA DAL TADKA	200 ml.	
PEAS PULAO	180 gms.		STEAMED RICE	180 gms.	
ROTI / POORI	4 nos.		ROTI / POORI	4 nos.	
WATER BOTTLE 200 ML & PARCEL TRAY			WATER BOTTLE 200 ML & PARCEL TRAY		

### **ANNEXURE-6**

#### **PENALTY CLAUSE FOR VIOLATION OF TERMS AND CONDITIONS**

<b><i>Sl. No.</i></b>	<b><i>Details of the facilities required from the next contractor</i></b>	<b><i>Description of penalty</i></b>

1.	<i>All kitchen generated waste &amp; food waste should be disposed properly in the designated area as per In-charge Hospitality and also has to ensure that no food wastages are drains outside the canteens.</i>	<i>Failing which penalty of Rs. 2000/- will be imposed each time.</i>
2.	<i>Cleanliness inside the dinning hall, kitchen, outside canteen all around the canteen has to be done by the contractor on daily basis. No flies/ spilled water in Halls etc.</i>	<i>Failing of which penalty of Rs.5000/- for first time, Rs. 7000/-for second time, Rs. 10000/-for third time and necessary action will be initiate that may lead to termination of contract.</i>
3.	<i>Adequate quantity of Tea &amp; Snacks at Mobile points to be provided.</i>	<i>Failing of which penalty of Rs.5000/- for first time, Rs. 7000/-for second time, Rs. 10000/-for third time and necessary action will be initiate that may lead to termination of contract.</i>
4.	<i>Water cooler kept in the Canteen has to be cleaned on weekly basis. The contractor has to display a notice on the Water cooler for date of cleaning of water cooler &amp; next date of cleaning of water cooler.</i>	<i>Failing which penalty of Rs. 1,000/- will be imposed each time.</i>
5.	<i>Roof top (terrace) needs to be cleaned on weekly basis. No plant should be allowed to grow on the top of the canteen.</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time.</i>

6.	<i>Air Conditioners, fans and lights to be switched on only during dinning timings &amp; during official functions, as permitted by Hospitality Deptt.</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time.</i>
7.	<i>FIRST AID BOX: The contractor has to maintain First Aid Boxes kept in the Alumina &amp; Smelter Canteen. Medicine &amp; other items needs to be refilled on monthly basis from First Aid Centre</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time.</i>
8.	<i>All Service Boys in Canteens should always remain in clean uniform with full paint.</i>	<i>Failing which penalty of Rs. 500/- will be imposed each time, for reach defaulter</i>
9.	<i>Service Boy at Welfare Building: service boy should always be in clean white uniform with full pant &amp; cap.</i>	<i>Failing which penalty of Rs. 1,000/- will be imposed each time, for reach defaulter</i>
10.	<i>DUTY OF SERVICE BOYS during OFFICIAL FUNCTIONS: service boy should always be clean uniform with full pant &amp; cap.</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time, for reach defaulter</i>
11.	<i>KITCHEN STAFF IN KITCHEN : All kitchen staff should remain in Full Uniform with cap at all the times while working inside the kitchen</i>	<i>Failing which penalty of Rs. 500/- will be imposed each time, for reach defaulter</i>
12.	<i>LIGHT MUSIC: Only permitted music needs to be played. Music other than permitted will cause invite heavy penalty for each incident</i>	<i>Failing which penalty of Rs. 1,000/- will be imposed each time</i>
13.	<i>PA System: PA system should be allowed to use only with the written permission from Hospitality Deptt. Only during</i>	<i>Failing which penalty of Rs. 5,000/- will be imposed each</i>

	<i>official functions.</i>	<i>time.</i>
14.	<i>MEDICAL CHECK UP: All Canteen staff has to undergo regular medical check up Once in a Quarter. A register &amp; records has to be maintained to this effect with updated entries.</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time for reach defaulter</i>
15.	<i>STATUTORY REGISTERS VIZ. garbage disposal, whitewashing register, for sale of food items to be maintained &amp; it needs to be submitted to In-charge Hospitality every month for their signatures.</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time.</i>
16.	<i>Nails of all persons dealing with food should be neatly cut.</i>	<i>Failing which penalty of Rs. 100/- will be imposed each time.</i>
17.	<i>Employees should be Clean shaven preferably or with small moustaches, in case it is to be kept</i>	<i>Failing which penalty of Rs. 500/- will be imposed each time.</i>
18.	<i>Clean uniform with cap for the employees on service duty &amp; clean uniforms with full sleeves with Cap &amp; Apron in kitchen duty is a must</i>	<i>Failing which penalty of Rs. 500/- will be imposed each time.</i>
19.	<i>Urinating around canteen is strictly prohibited</i>	<i>Failing which penalty of Rs. 2000/- will be imposed for the first time, on repeated incidents, the person will be transferred</i>

20.	<i>Improper personal hygiene (none cleaning of hands after smoking, urinating, defecating etc.)</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time.</i>
21.	<i>Smoking inside the canteen is strictly prohibited.</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time.</i>
22.	<i>Maintenance of garden around the canteen is a duty of the contractor</i>	<i>Failing which penalty of Rs. 5000/- will be imposed per day.</i>
23.	<i>All food stuff should be covered with lid at the time of preparation of food. Not a single house fly/ insect/cockroach should be visible inside service Hall &amp; inside the kitchen. The contractor has to apply pesticides/ chemicals/ medicines to keep them away.</i>	<i>Failing which penalty of Rs. 2000/- will be imposed each time.</i>
24.	<i>Contractor has to use rat traps (to be arranged by the contractor on his own cost). Rats and rodents should not be inside kitchen, storage area &amp; service hall.</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time.</i>
25.	<i>Dogs, cows or any other animals should not be inside &amp; outside the canteen premises.</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time.</i>
26.	<i>NO MEETING / FUNCTION should be allowed to be conducted without permission from In-charge Hospitality.</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time.</i>

27.	<i>Dust / spider net should not be allowed to develop inside &amp; outside of the canteen. Regular cleaning all inside walls &amp; outside walls is a must</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time.</i>
28.	<i>Terrace should be cleaned at least on weekly basis. A register is to be maintained to this effect.</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time.</i>
29.	<i>FISH AQUARIUM has to be maintained on regular basis. In case Fish aquarium is broken down due to fault of any one , the same has to be arranged on account of contractor</i>	<i>The contractor has to bear the cost of replacement.</i>
30.	<i>DAMAGE to the Company Property; will have to be replaced by the same quality &amp; quantity in order to proper maintenance of the company property.</i>	<i>Failing which penalty of Rs. 1000/- or replacement cost whichever is more will be imposed each time.</i>
31.	<i>Contractor has to supply safety shoes &amp; safety helmet of yellow colour marked as canteen staff on helmet, to all their staff members providing services at the shop floor for service</i>	<i>Failing which penalty of Rs. 2000/- will be imposed each time.</i>
32.	<i>Contractor has to ensure use of safety shoes all the time to all the staff members providing services inside the kitchen of BALCO Plant</i>	<i>Failing which penalty of Rs. 1000/- will be imposed each time.</i>
33.	<i>The contractor has to submit the audited accounts and</i>	<i>Failing which penalty of</i>

	<i>other records &amp; registers to the In-charge Hospitality.</i>	<i>Rs.5000/- will be imposed and if repeated BALCO reserves the right to terminate the contract</i>
<i>34.</i>	Mobile Tea should not be served in broken cups if cups are found broken a penalty of Rs.100 /- per cup would be imposed	<i>Failing which penalty of Rs.100/- per cup would be imposed</i>
<i>35.</i>	Adequate quantity of Tea & Snacks at Mobile points to be provided.	<i>Failing of which penalty of Rs.500/- for first time and Rs. 1000/-for second time if repeated</i>
<i>36.</i>	Every Canteen staff should undergo safety induction	<i>Failing of which penalty of Rs.1000/- for first time and Rs. 2000/-for second time if repeated</i>
<i>37.</i>	<i>Any misbehavior reported will be severely punished , penalty of Rs. 500/- for first time and if repeated severe action will be taken against the person</i>	

#### **4) PERIOD OF CONTRACT:**

1. Contract Duration: 3 Year.

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

**Security deposit will be 5% of Annual 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 EIC 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 any deductions from the RA bills with respect to 15% of gross wages payable to labour and no security deposit deduction of 5%.

## 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.

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

**"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.

- 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 in the Purchase Order and shall continue such Services for the duration of the Purchase Order. 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.
- 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 of 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.

#### **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 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.

5.5 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.

5.6 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 sub-Contractors 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.

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

## **6. 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.

## **1. 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 of 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

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, each invoice shall:

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

Specifically, the Service Provider shall submit the following information/documents to the Company:

- (i) Copy of registration certificates under Indian tax/other laws including but not limited to Service Tax, Excise, import export code etc., as applicable.
- (ii) Copy of PAN.

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.

- 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:

- (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.

### **9.2 Person Responsible for payment of Taxes**

Except as may be expressly set out in this Agreement, 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 Taxes now or hereafter levied or imposed by any Government Authority on the services, if any, provided to the Company by the Service Provider or its subcontractors (hereinafter referred to as "Service tax");
- (d) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the goods, if any, sold to the Company by the Service Provider or its subcontractors (hereinafter referred to as "Sales tax/VAT");
- (e) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the goods, 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.
- 9.3 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, Service tax, 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 sub-Contractors 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 sub-contractors (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 sub-contractors 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 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 sub-contractors 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.

#### **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 Purchase Order has already been initiated and the work is in progress, then the Company only shall have the right to cancel/ terminate any Work under the relevant Purchase Order as specified in such 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. 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.
- 13.4 No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Agreement shall be interpreted as a waiver of such terms and conditions.
- 13.5 Nothing in this Agreement shall, or shall be deemed to, create an agency, a partnership or a relationship of employer and employee between the Parties. For the avoidance of doubt, nothing in this Agreement shall prevent or restrict the Company from entering into parallel Agreements with other parties for services similar or related to the Services.
- 13.6 Unless otherwise specifically stated, both the Company and the Service Provider shall retain all rights and remedies, both under the Agreement and at law, which either may have against the other.
- 13.7 Each Party represents and warrants to the other that (i) it has been duly registered and organised and is a validly existing legal entity under the laws of the jurisdiction of its incorporation and that it has full power,

authority and capacity to enter into and to carry out its obligations under the Agreement and (ii) by performing the Services it will not be in breach of any other Agreement, agreement, license or permit or in violation of any law and (iii) it shall at all times act in accordance with applicable laws and regulations.

- 13.8 The Service Provider shall comply with all safety instructions of the Company consistent with the provisions of the Agreement including, without limitation, the safety instructions of any of the Company's other Service Providers. Such instructions shall, if the Service Provider so requires, be confirmed in writing by the Company's Representative, so far as practicable.
- 13.9 The Service Provider shall not be entitled, without the written consent of Company, to make any news release or public announcement concerning the subject matter of the Agreement or to refer to the Company, use its name or logo, in print or electronic forms for marketing or reference purposes.
- 13.10 If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.
- 13.11 The provisions of this Agreement are solely for the benefit of the Parties. No other person are intended to have, nor will have, any rights whatsoever, under this Agreement, whether for injury, loss or damage to person(s) or property or for economic loss.
- 13.12 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken

together, will constitute one and the same instrument.

#### **14. FORCE MAJEURE**

14.1 Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence such as any (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection and civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 14 and which is beyond the reasonable commercial control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.

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 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. The Service Provider undertakes that in the event of use of any corrupt practices by the Service Provider, the Company shall be entitled to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination. 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.

15.3 If at any time during execution or performance of this Agreement the Service Provider is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connected with such employee, the Service Provider **must report the same immediately at Balco.whistleblower@vedanta.co.in.**

15.4 The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct and the Company's Human Rights Policy including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

15.5 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 Clause 15.4.

- 15.6 The Service Provider shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.

- 15.7 The Company shall have a right to initiate "audit proceedings" against the Service Provider to verify compliance with AB&C requirements. 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.

- 15.8 Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith in case, it is found that the Service Provider has failed to comply with AB&C requirements.

- 15.9 The Service Provider may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported 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](mailto: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 & CONDITIONS<sup>1</sup>**

#### **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 Contract as well 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) 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.

Service Provider is responsible for the safety and security of all men and materials employed by him. Service Provider should provide all safety equipment (such as tools & tackles, aprons, gloves, safety shoes etc) to all Service Provider team members. Service Provider should provide adequate coverage against any accident met by

Service Provider's team during the period of Contract. 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 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 his obligation under his scope of work.

#### **18. SUSPENSION**

No compensation for alteration of schedule or suspension of work.: If at any time after the award of contract the BALCO shall for any reason whatsoever not require the whole work done or part thereof as specified in the acceptance of the contract , BALCO 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.

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<sup>1</sup> Other terms and conditions (Clause 17-27) is BALCO specific terms and conditions and is in addition to the Standard terms and conditions released as per the Corporate policy.

## **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 Contract 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 Contract, 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 BALCO reserves its right to terminate the contract.

At any point of time safety compliance will be checked by BALCO's 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:**

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 BALCO for the same.

#### **24. EMERGENCY:**

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

1. To 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 carry out of job in side 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 BALCO'S PROPERTY:**

Any loss / damage to BALCO due to negligence or wilful attitude of the Service Provider or his employees while execution of the contract 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 should comply to his submitted plan in his bid document on how to manage and improve the work site. The

## 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.

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.

#### 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 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 pursuant to the directions of the BALCO from the Site all scrap, debris, other waste materials. The Service Provider shall, leave on the Site for the BALCO such temporary works as instructed by the BALCO, 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 CLAUSE:

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.