

**TENDER DOCUMENT FOR TRANSPORTATION SERVICES FOR
KAWARDHA MINES BALCO**

TENDER NO: BALCO/ Bauxite Transportation

Within 7 days from the date of EOI Publishing

To

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

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1. INSTRUCTION OF BIDDERS

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

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

What BALCO is looking forward with this contract :

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

Information / Credential of Service Providers / Bidder

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

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

2) FORMAT FOR OFFER LETTER

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

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

Sir,

1. We hereby undertake to perform the scope of work as defined in the condition of Bharat Aluminium Co. Ltd., Tender Ref no: dated . .2020 at the prices and within the period stated in the attached schedules & in conformity with all the conditions are included therein.

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

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

4. We also enclose herewith the following documents:

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

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

M/s (Name and Address of the Company)

Signature of the authorized Signatories of the company.

SCOPE OF WORK FOR BAUXITE TRANSPORTATION

Bharat Aluminium Company Limited (BALCO) invites offer from Logistic Service Providers for Bauxite Transportation from Captive Mines of BALCO located at Kawardha Mines to nearest railway siding for rake loading and transport to Vedanta- Lanjigarh.

1. **SCOPE OF WORK:** The Scope of Services to be provided by the Logistic Service Provider shall include Transportation by road of Bauxite of Balco from its Mines Located at Kawardha, Chhattisgarh, India to Railway Siding and loading into railway wagons, transporting and delivering to Lanjigarh. Also bauxite lifting direct from Mines and transporting to Vedanta- Lanjigarh Orissa. Scope includes;

Loading of material in to trucks at Mines site.

Transportation from mines to Railway Sidings. Stacking at the railway siding.

Maintenance of the railway siding including concreting of Siding & sprinkling of water at siding.

Co-ordination with Mining Officers for arranging forwarding note and Railway Transit Pass.

Co-ordination with Railway for timely placement of indents and other necessary activities.

Loading into Railway wagons.

Forwarding of cargo to railway siding with correct quantity and quality as specified at the time of loading.

All mining related documentation and coordination.

Approximately 60000 MT of Bauxite is estimated to be transported per month.

2. **Duration of Contract:** Contract Duration will be one years. However, BALCO reserve the right to extend the contract beyond the period or short close the contract without giving any reason thereof. The decision of BALCO shall be final and binding in this regard.

3. RATE:

Rupees per MT from Kawardha Mines to Rly siding (Pvt/Railway) (including all taxes & duties) BALCO does not pledge itself to accept the lowest Tender/Bid and reserves the right to refuse or accept the whole or any part of the tender or portion of the Supplies/Services offered and the Bidder shall provide the same at the rate(s) quoted.

Note: LSP may also quote for any other suitable siding which is not mentioned above, Selection /rejection of the siding lie with the BALCO.

The above rate should include,

Road Tax, Entry Tax, Goods Tax, R.T.O. Tax and all other Taxes/Levies/Surcharges, that may be imposed during contract period by any Central Government/State Government/Municipal Corporation or other bodies, on the vehicle, excepting octroi and such other levies on the value of the material carried.

Unloading Charges, all incidental or Misc. expenses incurred in order to discharge the contractual obligations. Unloading, in case of government customers shall be extra subject to proof of payment on LR.

Insurance premium payable by the "LSP" to any insurance agency.

4. Any charges towards statutory levies/rates for Labour employed by the LSP as prescribed by any statutory body or government Agency, wherever in force.

The quoted rates shall remain firm during the contract period and no escalation will be granted on whatsoever.

5. **Payment Terms:** 80% of the payment shall be released within 3 days with the submission of provisional bill raised as per RR quantity; balance payment shall be released within 15 days of submission of original bills after quality and quantity confirmation from VEDANTA & suitable deductions, if any under the quantity & quality penalty. Wharfage, Demurrage punitive and

under charges payable to the Railways, Any punitive charges, re-railment charges payable to railways due to reasons not attributable to VEDANTA shall be deducted from the bills of LSP.

6. Loading of Rakes: LSP shall endeavour to load maximum allowable quantity in each rake subject to a minimum guaranteed quantity of 3853 MT per rake. An under load of 159 MT shall be allowed per rake, however if the shortage is above 159 MT per rake then loss due to dead freight shall be recovered from the LSP. However if LSP fails to load 3853 MT in any of the rakes VEDANTA shall recover the differential freight between the calculated freight of 3853 Mt and the calculated freight on the actual quantity received. This penalty will be applicable on each rake individually.

7. Submission of Challan:

The LSP will collect two copies of Bauxite Challans from Mines and the same to be reached Vedanta with reconciliation.

The LSP will provide list of Challan wise quantity details (Challan No. date, Quantity, Mines name) of rake loading along with each RR copy and same copy of Challans also to be reached at VEDANTA at the time of receiving of rake at VEDANTA.

The LSP will also provide the SIT details at the end of each month as below:

- i. SIT- Mines to Siding- Truck wise, Challan wise SIT details.
- ii. Siding wise stock (with Challan wise details)
- iii. Rake in Transit (with Challan wise details)

The balance 20% payment shall be considered after fulfilment of above requirements and reconciliation of Challans by the LSP.

8. Quantity Penalty: Monthly target for lifting of quantity shall be provided to LSP. Penalty shall be reviewed on quarter basis.

LSP failing to achieve the target will attract the penalty @ Rs 20 PMT on shortfall quantity.

LSP failing to achieve the target quantity consistently for three months shall be terminated from the contract

9. Quality Penalty: Penalty on bauxite quality dilution shall be calculated on the basis of % dilution in Total Alumina & Total Silica between mines and SSL Lanjigarh and shall be accounted as following:

Total Alumina (T Al ₂ O ₃)		Total Silica (T SiO ₂)	
Dilution %	Penalty (in Rs PMT)	Dilution %	Penalty (in Rs PMT)
upto 2.0%	Nil	upto 1.0%	Nil
2.1%-3.0%	2.5	1.1 - 1.30	2.5
3.1% - 4.0%	5	1.31 - 1.60	5
4.1%-5.0%	7.5	1.61 - 1.90	7.5
5.1%-6.0%	10	1.91 – 2.20	10
6.0% and above	15	2.21 and above	15

Quality % declared by BALCO shall be binding to all LSPs. However, for any disputes a third party analysis may be carried out for the samples.

9. Acceptance of Offers; Balco is not bound to accept the lowest offer or to give any reasons for rejection of any offer and it shall be the sole discretion of the company to consider or reject any bid. A formal contract shall be issued by BALCO towards the successful bidder in the event of acceptance of the offer. Unless a formal contract has been concluded no offer shall be deemed as

accepted. Balco reserves the right to award contract to more than one agency or split the contract at its own discretion.

10. Modification & Agreement: BALCO shall have the right to modify the contract quantity in view of variation of requirement, price increase/decrease. Modification of Agreement may also take place in contract period as it may be shortened or extended in proposition to our supply pattern as we full depend on our contractor's commitments.

11. Vehicle Detention Charges: No claim for detention charges of any nature shall be entertained by VEDANTA under any circumstances and for any reason whatsoever for detention of vehicles at any point during transit or execution of the service.

12. Failure to Execute jobs Assigned: Under no circumstances shall the LSP discontinue work under the Contract. In the event, the LSP fails to execute its obligations within a reasonable period or refuses to execute or arrange to execute such obligations for any reason whatsoever, Balco reserves the right to entrust the services partly or fully to any other service provider/s at the risk and cost of the LSP besides recovery of all losses on the Contract through the security deposit by the LSP.

13. Weight: Quantity received at VEDANTA shall be binding and final. LSP shall ensure that 100% of the material lifted from BALCO Mines is delivered to VEDANTA Plant. Truck wise quantity of material based on BALCO authorised weighbridge will be considered as quantity delivered to LSP at Kawardha mines and allowance @ +/- 0.5% on the total quantity will be given as weigh bridge tolerance.

During tolerance of 0.5% shall also be given on total quantity lifted from Mines between the tenure of contract at the time of reconciliation.

14. Environment Protection: Trucks carrying bauxite should have mechanically tarpaulin covering to protect the environment. Also LSP has to take all measures to protect the environment while executing job.

15. Fall Clause: If the LSP is found at any stage to execute similar work at any other places/ company at rates lower than awarded in Balco, then the contractor shall pass on the difference amount to Balco.

16. Obstruction of work: LSP shall ensure all timely payment of dues to their workmen. In case contractors staff or workmen or are found obstructing the normal working of Balco, the same shall be viewed seriously and shall make this contract liable for termination.

17. Inspection of Consignments: Balco reserves the right to inspect the consignment at any time or place after the same is handed over to the LSP for execution after giving reasonable notice and the LSP shall make necessary arrangements for inspection as and when called upon in this regard by Balco. The LSP in such cases shall not be paid any charges in any form for the contract so made.

The cost for inspection agency appointed by Balco shall be borne by Balco.

RESPONSIBILITY/OBLIGATIONS OF "LSP"

The trucks provided are owned or otherwise belong to the LSP. That the trucks hired/not belonging to the "LSP" shall not absolve the LSP from any of the obligations under this contract or mitigate the liabilities arising out of the breach of the conditions or expressed therein.

1.1 The LSP will not use the name of "Balco/ VEDANTA" in any manner either for credit arrangement or otherwise and it is agreed that "Balco/ VEDANTA" is no way responsible for the debts of the LSP and/or its employees.

1.2 If at any time during the contract, the LSP fails to transport the goods as provided herein above or to perform the various other obligations specified in the contract, Balco in its discretion and without prejudice to other rights and remedies, may obtain services from other LSPs to

perform the obligations and transport the goods at risk and cost of the LSP. The LSP undertakes to reimburse to Balco all additional expenses incurred by Balco in this connection.

1.3 The LSP shall not have exclusive right to operate trucks for Balco and Balco will be at liberty to appoint one or more additional LSP either to run concurrently with the LSP or separately.

1.4 The LSP will arrange to bring into use Lorry receipts with printed serial No. The reverse of the Lorry receipts shall be provided the format of acknowledgement for the receipt of the consignment.

1.5 The LSP will furnish lorry receipts and other documents as per BALCO/ VEDANTA's requirement. LSP shall give only clean and unconditional lorry receipt and remarks like

"said to contain" or at "Owner's risk" will neither be valid nor accepted. Even if lorry receipts containing such remarks is issued, the terms and conditions of Balco will prevail.

1.6 The LSP shall ensure that the weight and volume of goods loaded for consignment in the vehicle is within RLW permissible limits prescribed in the RTO registration book. The LSP shall solely be responsible and completely indemnifies Balco against any penalty, legal actions, loss and damage, if any, suffered by Balco on account of violation and /or breach of weight and volume limits prescribed in the RTO registration book.. Balco shall not be in any manner responsible for the penalties action taken by the appropriate authorities for carrying goods in violation of the RLW permissible limits. It is unambiguously agreed upon that the LSP shall be solely responsible to ensure that the goods loaded in the trucks are not in violation and/or breach of weight and volume limits prescribed in the RTO registration book.

1.7 The trucks provided are in perfect roadworthy condition and maintain all features necessary for smooth and safe transportation of products as per specifications to their respective destinations. The LSP shall be held accountable for any theft, pilferage, adulteration, malpractice or damage to the consignment en-route.

1.8 The LSP will not offer suspended or blacklisted trucks.

1.9 The truck provided is equipped with all the valid and subsisting permits and licenses from respective transport authorities required for authorized road movement. The road and other tax certificates for the vehicle and driving license of the driver are kept valid during the period of the contract.

1.10 The LSP will have a comprehensive insurance policy from an established insurance agency for each vehicle and keep such policy in force at all times to cover all risks of whatever nature inclusive of any damage caused by the trucks to Balco's property. The LSP will produce for the perusal of Balco the original Insurance policy and proof of payment of all insurance premium and charges in respect thereof as and when demanded by Balco.

1.11 The LSP shall ensure that its employees, while on the premises of Balco or while carrying out their obligations under this agreement observe the general discipline laid down by Balco.

1.12 The LSP agrees to abide by the Motor Vehicles Act, Payment of Wages Act and other regulations in force in the area where he is plying the trucks.

1.13 The LSP shall observe and implement all the laws of the land and the rules framed there under which are beneficial to the staff employed by him and that Balco shall in no event be liable or responsible for any default that will arise out of non-observance of such laws, rules on the part of the LSP and the LSP shall indemnify and keep indemnified Balco against the same from all proceedings in respect thereof.

1.14 The LSP shall comply with all the statutory requirements as stipulated in various acts and laws regarding casual/contract labour deployed by him for various activities connected with the contract. The LSP shall be fully responsible for the conduct of his crews at loading and unloading premises.

1.15 The LSP shall be solely responsible for non-compliance with any statutory requirements. It is specifically understood that the Balco shall not have any privity with labour deployed by the LSP. The LSP shall satisfy himself about past conduct of labour deployed by him.

1.16 The LSP shall be liable for all payments to his staff employed for the performance of carrying out of the said work and in respect of all claims and liabilities of the LSP's business and Balco shall in no event be liable or responsible for any payment and the LSP shall keep Balco indemnified against the same and from all proceedings in respect thereof.

1.17 The employees of the LSP shall never be deemed to be the employees of Balco/VEDANTA.

2. LIABILITY OF LSP

2.1 The "LSP" shall accept the goods at its own risk and shall accept full responsibility for the losses arising out of damage of the goods and shall also accept the full responsibility for non-delivery or short delivery of the goods due to theft, pilferage, accident, fire or any acts of God.

2.2 "Balco" will also be entitled to compute the amount of loss suffered by "Balco" and entitled to be reimbursed from the "LSP" under these provisions and the decision and determination by "Balco" or its authorized representatives as to the reasons for such loss or as to the existence of any acts or events such as riots, civil commotion or natural calamities as prescribed shall be final and binding on the "LSP" and shall not be questioned in any court of law, or arbitration or otherwise and the "LSP" do thereby irrevocably authorize "Balco" to set off and adjust such loss or damage against the pending payments to the "LSP" and in the event of shortfall therein, the "LSP" shall immediately upon a certificate issued by "Balco" pay the same to "Balco" without any demur or objection.

2.3 The "LSP" shall be liable for any loss or damage to "Balco" employees, the "LSP" s employees or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said trucks at the time of loading, unloading and / or during transit and the "LSP" shall indemnify and keep in indemnified "Balco" against any such loss or damage and shall pay to "Balco" such amount as "Balco" may be called upon by law to pay. The "LSP" shall remain at all times, liable and responsible to "Balco" for any loss or damage caused to any building, plant and machinery or the property of "Balco" by any carelessness, negligence, inexperience or willful fault of the "LSP" or his agent or by his employee of which "Balco" alone shall be the sole judge. "Balco" shall be at the liberty to debit any cost of repair to loss or damage to the account of "LSP".

2.4 The "LSP" will make good to "Balco" any loss arising from:

2.4.1 The confiscation by government or local authorities of any quantities of the said products delivered to the "LSP" for transportation.

2.4.2 Loading, unloading or in transit for reasons other than the natural calamities such earthquake, cyclone, floods and lightning, riots or civil commotion and or accidents.

SPECIAL CONDITIONS TO BE COMPLIED BY TRANSPORTERS FOR TAKING LOAD FROM MINES.

1. The transporter is required to take load from mines, hence the Act / Rules applicable in mines have to be followed by transporter. The applicable Act / Rules are, Mines Act 1952/ Mines Rule 1966, Contract Labour Regulation & Abolition) Act / Rules, Minimum wage Rules, etc.

2. For proper communication and efficient discharge of assigned job, the transporter is required to depute the representative at mines site. The list of such representative with specifying the

work for which he is authorized shall be given to Mines Manager by owner /Agent of Transporter.

3.The transporter shall engaged only those trucks for taking load from mines, which have driver with valid driving license, with all valid original documents like RC Book, insurance, Fitness, Goods transport permit, PUC certificate. etc. The representative of transporter shall ensure the verification, and registration of all document at gate before entering into mine for taking load.

4. The representative of transporter shall give the list of trucks, with name of driver and helper for authorizing by Mines Manager for entering into mines. The representative shall records the attendance of driver, helper, and loader in Form E register as per provision of Mines Rules.

5. The transporter shall ensure that the truck entering into mine for taking load should be in good working condition, and shall ensure that the truck should enter into mine only after getting checked for its road worthiness for compliance of DGMS order.

6. The transporter shall take insurance for the workers engaged by him in his work at mines site, and shall also take Labour license for same as per provisions of Contract Labour (Regulation & Abolition) Act/ Rules.

7.The transporter shall ensure that, the workers entering into mines for taking load shall use DGMS approved safety shoe, helmet and leg guards ,d Mask, safety goggles, gloves. Add the frequency details as per previous contract clause Safety PPE and other required safety appliances.

8.The transporter shall provide the all welfare provisions like drinking water, etc as provisions of Mines Rule.

9. The transporter shall arrange to cover the load of truck by mechanically covered tarpaulins.

10.The transporter shall make suitable arrangement, so that their truck staff shall not intervene in the other working of mines and shall abide the rule made by Mines Manager.

11.The transporter should comply all the applicable rules of Chhattisgarh Minerals (Mining, Transport and, Storage) Rules-2009 regarding mineral transport and storage.

12. The transporter should also comply the provision of Rule 45 of MCDR 1988 regarding registration of storage/dump yards with Indian Bureau of Mines for storage/transportation of minerals.

INFORMATION /DOCUMENTS TO BE PROVIDED WITH BID

Name of the Bidder	
Legal status of the Bidder (i.e. Proprietorship/Partnership, Public Limited Company/Private Company)	
Complete Address	
Name, Address & contact details & contract details of Key Contract Persons/Directors/Partners	
Details of Related Companies/businesses where in the Directors/Proprietors are common and their Turnover & Product Range/Services	
Major Clients and value of business with them	
Name of the Banker	
Total Manpower a) Technical b) Non-Technical	
Escalation matrix for redressing the complaint(s)	

Attach copies of	
a) Annual Report/Balance Sheet for last 3 financial years	
b) PAN Number	
c) Sales Tax/Service Tax Number	
d) Agreements with Top 5 clients.	

SCOPE OF WORK & DELIVERABLES FOR CRUSHING AND SCREENING IN KAWARDHA BAUXITE CIRCUIT

The Service Provider shall be responsible for all the works directly related to unloading, crushing and screening to desired size and loading of crushed bauxite

The Scope of work & deliverables by the Service Provider shall include all works whether directly related or incidental to crushing operations:-

- i. Weighment of trucks entering in the crushing yard.
- ii. Unloading of uncrushed bauxite on concrete floor at a specific place as instructed by EIC.
- iii. Feeding of uncrushed bauxite in the crusher and screening plant.
- iv. The bauxite to be crushed and screened up to size of +8mm to -100mm/125 mm or as size instructed by the EIC .
- v. The final crushed and screened ore to be loaded into transportation truck and weighed for transportation to Siding.
- vi. Separating, shifting, stacking and weighing of reject at a specified place as instructed by EIC.
- vii. Rejects generated to be stored in a earmarked place and it should be taken care to avoid any type of spillage outside (by wind or rain)
- viii. Billing of the crushed material will be monthly as per the actual crushed basis, which will be checked at the time of shifting for rake loading, considering the rejects too.

a. CRUSHING YARD:

- The Service Provider should develop a crushing yard in between Kawardha to Siding.
- All permissions (i.e land diversion (minimum 5-10 Ha land), stacking permission (20,000 Mt for ore and 1,00,000 Mt for reject), environmental clearances and other required statutory clearances/permissions required for crushing and screening to be done by the service provider.

- Crushing yard should follow VSF standards attached in Annexure-1 and Annexure-2.
- Concreting of floor where uncrushed and crushed bauxite will be stored.
- There should be no camp in or near crushing yard.

b. E-KHANIJ SYSTEM:

- The Service Provider have to register the stack yard in e-khanij system for generating the transit pass for unloading of ROM (-300 mm ore) and loading of ore (+8 mm to -125 mm).
- Similarly vendor has to take the reject selling permission from the concerned authority
- Same reject selling will be done on behalf of BALCO and after getting clearance from BALCO only.

c. ACCESS CONTROL:

- The Service Provider should do proper fencing with barrier for entry and exit.
- The fence will be of 3 meters height i.e height of 5 ft with cement blocks and more 5 ft with agro net.

d. CONSTRUCTION & MAINTENANCE OF APPROACH ROAD:

- The approach road to Crushing yard, weighbridge, and necessary other road in the crushing area will be constructed and maintained by Service Provider.

e. WATER SPRINKLING:

- Water sprinkling for suppression of dust from transport road, crushing point and at loading / unloading point has to be arranged by Service Provider.
- For not doing the water sprinkling to the satisfaction of Head Mines/EIC, a penalty @ Rs.5,000/- will be recovered for every day of failure of water

sprinkling. And any part completion of this job on any day will be treated as full day failure. Decision of Head Mines/EIC for deciding the number of failure days will be final.

f. CONSTRUCTION OF CHECK DAMS, GARLAND DRAIN:

- The Service Provider has to construct & maintain the check dams and garland drain at a places and as per design given by Head Mines/EIC, for preventing the rain water to take silt along with it to nearby nallah/private land.

g. WELFARE AMENITIES:

- The Service Provider has to provide the rest shelter and drinking water at the crusher yard. The required quantity of rest shelter and drinking water provision will be decided by Head Mines/EIC and will remain final for working out the short fall quantity or in determining the quality/standard of provisions.

QUANTITY, EQUIPMENT AND RESOURSE REQUIREMENT:

Total Annual Quantity : 5,50,000 Mt

Quantity may vary as per requirement and monthly plan.

Minimum availability on any day in working condition

S.NO	Equipment /Vehicle	Numbers / set
1	Excavator 0.9 to 2.50 M ³ bucket capacity	1
2	Water Sprinklers	1
3	Loader	2
4	DG set for lighting purpose for camp (site)	1
5	Tipper / dumpers 16 / 25 MT capacity	3
6	Other equipment's like maintenance van / diesel supply equipment's	1
7	Mobile crusher with feeder- capacity 250 TPH	01
8	Mobile screen- capacity 300 TPH	01

1. PROVISION OF HEALTH AND SAFETY:

SL.NO.	REQUIREMENTS/COMPLIANCE	DESCRIPTIONS	CRITICALITY
1	labour License.		High
2	Police verification of all labours.	Administrative Control	High
3	Id Proff.(Aadhar Card,Voter Id Card)	For all Employed. Age Should be 18-58	High
4	IME /PME	As per Form" o"	High
7	PPE Compliance (Damaged PPE to be replaced/exchanged immediately)	Loading Helmets for workers;	Once in a Year
		Safety helmets for supervisors, operator's maintenance and other workers. (udyogi/Concord/Karam)	
		safety jacket(IS Marks)	
		Ear Plug(Washable 3M)	
		Goggles(Lesisco/udyogi)	
		Dust Mask(Disposable 3M)	
		Hand Gloves- Cut Resistance at least level-3(Malcom/udyogi)	
		Safety Shoe(IS standard Approved)	
		Gum Boots(IS standard Approved)	
		Other Work Based PPE's(IS standard Approved)	
8	Tools and Tackles (Approved Type & Certified) (Certificates for Audit Purpose)	Hammer	As per Need Basis
		Crow BaR	
		Spade	
		PaN	
		Scraper	
		Chisel	
		Others as per requirements.	
9	Rest Shelter With drinking Water Arrangement	Rest Shelter -Min 14 Sq. mtr. Base area for 50 Person. No Temporary shed to be constructed	High
		Cool ,Clean & Wholesome Drinking water(min. 2.5 liter/person)	High
		Drinking Water Analysis with valid report.(Quarterly)	High

		Cleaning & Hygiene condition of Water Container. (Daily Cleaning)	High
10	Sanitation	One Seat Latrine For every 50 male and every 50 female with Indication in local Language	High
11	Creche (If female employed in Crushing Yard.)	If 20 or More ladies Employed	High
		Statutory Persons (One Pediatrician Doctor, One Creche Nurse, Creche Incharge (Creche Nurse Certificate approved by central Govt.), Women Cook/Ayah, Sweeper)	High
		Food & Milk for Children	High
		Drinking Water Arrangement (At least 2 Liter/child)	High
		For Urinals and Latrines	High
		For Bath Room(At least 15 Liters/child)	High
		Creche Accessories (Cots, Beds, Fooding Bottles, Cooking Utensils, Furniture's, Toys, Charts etc.)	High
		Statutory Form A(Every month Medical Examination of Children), Form B (Every 2 months Medical Examination of Nursing Mothers), Form C(Children Attendance) and Others with returns to be Maintained.	High
13	Rest Hours	For Fatigue Management(No Continuous Work for 4 Hours) Min.1/2 Hour rest after 4 Hours work	High
14	First Aid Kit for Statutory Persons and Supervisors.	in each HEMM, Supervisors and Statutory Persons.	High
15	Statutory Returns	To E-Khanij, Labour commissioner and other Authorities	High
16	Provision of Lock Out Tag Out in Mechanical, Electrical &Operation	As per Vedanta Safety Standards	High
17	Machine Guarding in all HEMM	As per Vedanta Safety Standards	High
18	Fire Extinguisher in all HEMM	Approved type as per capacity.	High
19	Safety Officer & Operations manager	For each Contractor one Safety Officer (B Tech + Dip. In Safety or NIBOSH or equivalent) & B Tech . in Mechanical to be deployed as Operations Manager Every 50 workers one safety steward	High

20	Proper Housekeeping & 5s in yard and Living areas	Score more than 90	High
21	Zero waste and zero discharge		High
22	Near miss, Incident Reporting	Monthly at least 5.	High
23	Compliance to Conditions mentioned in Contractor Score card.	100% Compliance	High
24	All the bills have to be approved by HSE department	Contractor score card duly signed by Area in charge and HSE in charge to be attached along with RA Bill. At least HSE score 80 to be obtained to avoid HSE penalty. HSE Score can be change by HSE dept based on company requirements	High

Vedanta Sustainability Frame Work and Life Saving Rules Compliance: Contractor shall ensure compliance Vedanta Sustainability Frame Work and new safety Standards. Life Saving Rules is an integral part of HSE Management which is considered as ZERO TOLERANCE POLICY. Hence in no case contractor should violate the same.

Environmental Aspect: All precautionary measures to be adopted at workplace to prevent Environmental Damage. Contractor are also follow the all guidelines & take control measure as per Environmental Protection Act & rules as per given BALCO.

HSE Score card system shall be followed and Separate guidelines for same shall be issued by HSE Dept. Time to time and accordingly appreciation and Penalty shall be imposed. A sample copy is attached as reference. HSE Score card may change time to time based on company policy.

1. NON PERFORMANCE PENLTY CLAUSES

a. QUANTITY PENALTY

The Service Provider have to adhere Monthly plan production based data provided by Engineering In-Charge for execution.

The target quantity for crushing will be provided in monthly plan on monthly basis. Issues regarding encroachments and other IR related to the area to be handled by service provider and full fill the target quantity. Shortage of quantity will lead to penalty in RA bill.

The contractor has to ensure a minimum PFG quantity as per schedule (based on actual receipts recorded at Company Plant Weigh Bridge) per quarter of three months, below which the contractor will be liable for a Liquidated Damages of 5% of the value of the unexpected quantity subjected to yearly review wherein if the contractor meets the total quantity in that year then not be any penalty applicable.

b. QUALITY, RECOVERY AND SIZE PENALTY

The Service Provider have to adhere dispatch size not to increase +100mm or size as confirmed by EIC in any case.

The samples will be collected by third party while loading of trucks. In any case of dispute the test results of Balco will be final. The weighted average quality and size of Bauxite produced/stacked during fortnight shall be computed taking into consideration the quantity produced during each fortnight and its corresponding quality. In case the monthly weighted average size and quality of Bauxite is found to be inferior to the approved grade, penalty as mentioned herein shall be recovered from the bills of the Service Provider for the entire quantity of Bauxite dispatched /produced during that particular month.

The quality result will be provided every 6th day from the date of sample collection for every 500-1000 MT quantity after crushing activity.

However, the applicable quality/size penalty slab will be reviewed monthly based on quality parameter as given in Monthly Mine Plan. If Service Provider is able to achieve the overall desired cumulative grade in the month in such cases no penalty will be imposed.

In case the desired cumulative grade is not achieved in the month or weighted average quality of Bauxite is found to be inferior to the approved grade, penalty as mentioned

herein shall be recovered from the bills of the Service Provider for the entire quantity of Bauxite dispatched /produced during that particular month. Hence, the Service Provider has to ensure the average grade as per approved grade of monthly dispatch/received bauxite from mines.

The service provider have to adhere to the reject/fines generation percentage to not more than 12% per month or data as provided by EIC. The percentage will be calculated at the month end by total of reject/fines shifted to the total quantity dispatched to siding. If the service provider exceeds the reject/fines generation the contractor will be liable for a Liquidated Damages of 100% of the value of the reject, loss more than 12 % or target percentage provided by EIC will be quarterly review wherein if the contractor meets the percentage in that quarter then no penalty will be applicable.

PENALTY PROVISION FOR BAUXITE QUALITY:

(A)	Decrease in Alumina Content	Penalty Imposed to
	Up to 0.0% less from approved grade given in monthly mine dispatch	2% of executed value
	Up to 0.5% less from approved grade given in monthly mine dispatch	3% of executed value
	Up to 1.0% less from approved grade given in monthly mine dispatch	5% of executed value
	Up to 1.5% less from approved grade given in monthly mine dispatch	7% of executed value
	Up to 2.0% less from approved grade given in monthly mine dispatch	9% of executed value
(B)	Increase in Silica Content	Penalty Imposed to
	The Silica content is in excess up to 0.0% from approved grade given in monthly mine plan	2% of executed value
	The Silica content is in excess up to 0.25% from approved grade given in monthly mine plan	4% of executed value
	The Silica content is in excess up to 0.50% from approved grade given in monthly mine plan	6% of executed value
	The Silica content is in excess up to 1.00% from approved grade given in monthly mine plan	8% of executed value

Size +100mm or size as confirmed by EIC more than 5%	Rs.80 per ton of oversize quantity
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Annexure-1

SL.No.	SAFETY FEATURES FOR CRUSHER & SCREEN INSTALLATION & OPERATION	Remarks
1	Structural load Conceivable Stability of Crusher-as per IS 800	For Fixed Type Crusher setup
2	Dust Suppression /Dry Fogging System	
3	Mobile Hydraulic Ladder with Platform/ platforms with Hand rails in walk ways as per standards for Operation & Maintenance work.	For Fixed Type Crusher setup
4	Composition of steel-As per IS 2062:1992	For Fixed Type Crusher setup
5	Fabrication steel- as per IS 2062:1992	For Fixed Type Crusher setup
6	NDT test (and its certificate) -for crusher once in a year	For Fixed Type Crusher setup
7	Programming Logical Control (PLC) system with Control diagram and Interlocks as per safety Requirement.	
8	Warning signal & Siren for Start & stop of Operation.	
9	Emergency Switches.	
10	Structural Stability test of all Civil works.	For Fixed Type Crusher setup
11	360 degree Machine Guarding. (Belt Conveyor & All rotating/Moving Parts with Interlock)	
12	DG Permission from statutory Authority.	For Fixed Type Crusher setup
13	Conducting of Electrical cables. Power Cable lying as per standard.	
14	Fencing of Crusher area (to avoid unauthorized entry)	
15	Adherence to SOP/SMP of all activity of crusher operation & Maintenance.	
16	Proper marking for Vehicle In/out./(Traffic Management)	
17	Signage & Labeling work.	
18	All Electrical connection through ELCB/RCCB/MCCB.	
19	Fire Extinguisher at Each required Locations.	
20	Job Specific and General PPE compliance of all engaged person in Working.	
21	Well trained and Experienced Crew for Operation and Maintenance to be engaged.	
22	No temporary shed.	
23	Standard Illumination in working area.	
24	Safety berms/ safety railings in Ramps for Vehicle movement.	For Fixed Type Crusher setup

25	Standard Vehicle with all safety features as per the Vedanta standard requirement.	
26	Good Housekeeping near Crusher Area. Proper Waste Management. (E.g. Secondary Containment for Storage of Oil, Color Coded Waste Bins.)	
27	Proper Dump Stability as per Standard(<20 Mtr & Slope<45 Degree)	

HSE VISION Zero Harm
Zero Waste/ Zero Discharge

Adherence to
all Policy-10
Management Standard-14
Technical Standards-21
Guidance Note-14
Modules -13
Safety Standards-10

SL. No.	Safety Standards	Requirements
1	Work at Height	fall Prevention-Standard Working Platforms, Ladders With Handrail. Fall Protection-Safety Harness Belts.(Double Lanyard)
2	Isolation/ LOTO	Locks ,Lock Out Tag Out Items for Maintenance Work, Machine Guards,
3	Electrical Safety	LOTO Items,Earthing Connection,MCCB/ECCB/RCCB,Electrical Gloves, No Naked Wire, First Aid items, Good Condition Welding Machine, Fire Extinguisher
4	Confined Space	Safety Harness Belt, Rescue Kit & Basic PPE.
5	Vehicle & Driving	Standard Vehicle, Good Condition Maintenance Equipment's like Chain Sling, Hooks, etc. Competent Driver with Licence,Seat Belts, Audio Visual Alarms, Rear View Blind Spot mirrors, PPEs,Fire Extinguisher, First Aid Kits, Wheel Chokes
6	Cranes & Lifting	Standard Chain pulley Block, Chain Slings, Hooks Rope Sling with Certificates.
7	Machine Guarding	360 degree machine Guarding for all moving and rotating parts of Crushers with Interlock arrangements and in HEMMs - Proper Mess Size, Proper Fittings.
8	Molten Metal Handling	NA
9	Ground Control	NA
10	Pit, Stockpile & Waste dumb stability	Proper Observation for Height and Slope Control.

SCHEDULE I : STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

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

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

“Agreement” shall mean the Agreement between the Company and the Service Provider to which this Schedule is attached. “Fees” shall mean the prices and/or rates payable by the Company in respect of the Services and/or as specified in the relevant Purchase Order.

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

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

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

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

1.5. Except as expressed and 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 expressed and stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years

2. SCOPE OF CONTRACT

2.1. The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the Company in accordance with Clause 10 below (Standard Terms and Conditions).

2.2. Subject to the provisions of this Agreement, the Parties agree that upon request of the Company in terms hereof, the Service Provider shall perform the Services at such locations and for such periods as may be agreed with the Company.

2.3. From time to time, the Company may issue a Purchase Order to the Service Provider. In such case, the terms and conditions of this Agreement shall apply to each such Purchase Order as if repeated in total.

2.4. The Service Provider shall commence the Services on the scheduled commencement date stated under this Agreement or in the relevant Purchase Order and shall continue such Services for the Term or the duration of the Purchase Order as applicable unless terminated earlier in accordance with terms and conditions hereunder. Each Purchase Order is subject to agreement on a case by case basis.

3. SERVICES

3.1. The Service Provider shall perform the Services with all due skill, care and diligence in a safe, competent and timely manner and in accordance with the requirements of the Agreement and/or the relevant Purchase Order. If Company notifies the Service Provider of any defect in the performance of the Services, the Service Provider shall rectify such defect at its own expense.

3.2. Except to the extent that it may be legally or physically impossible, the Service Provider shall comply with the Company's instructions and directions in all matters relating to the Services consistent with the provisions hereunder.

3.3. The Service Provider shall agree with the Company in the relevant Purchase Order from time to time as regards the personnel who will perform the Services and shall:

(a) only provide such personnel who possess appropriate experience, skills and qualifications necessary for the Services to be performed in accordance with this Agreement;

(b) not remove or replace such personnel without the prior written consent of the Company(not to be unreasonably withheld); and

(c) nominate a senior manager or director of the Service Provider to have overall responsibility for the provision of the Services in terms stated under this Agreement and/or the relevant Purchase Order, which person shall attend any meetings with the Company on reasonable prior notice.

3.4. The Company shall be entitled to request the Service Provider to replace any of its personnel providing the Services, where in the Company's reasonable opinion such

person is incapable and or unsuitable for performing the Services required by this Agreement. The Service Provider shall promptly replace such person at no additional cost to the Company.

3.5. Without prejudice to any other rights of the Company under the Agreement or at law, if the Service Provider fails to perform the Services in accordance with the provisions of this Agreement, the Company may use alternative means to perform the Services and the Service Provider shall be liable for any additional cost incurred by the Company in using such alternate means.

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

4. FEES

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

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

5. SERVICE PROVIDER'S GENERAL OBLIGATIONS

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

5.2. Where any of the Service Provider's employees or representatives is present at any of the Company's premises for the purposes of this Agreement, the Service Provider shall at all times remain responsible for the conduct and safety of such employee or representative.

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

5.4. The Service Provider shall ensure that it has in place and maintains in place for the duration of this Agreement sufficient insurance to comply with all applicable laws and to cover its potential liabilities under this Agreement and shall provide evidence of such insurances to the Company on request. The Service Provider undertakes that such

insurances shall contain waivers of any rights of recourse including, in particular, subrogation rights against the Company arising out of or in connection with the performance of this Contract to the extent of liabilities assumed by the Service Provider hereunder;

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

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

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

(a) give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are available on terms equal or better than imported goods with respect to the timing of delivery, quality, quantity required, price and other terms;

(b) subject to Clause 5.5, employ Indian subcontractors having the required skills or expertise to the maximum extent possible insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no such subcontractors are available, preference shall be given to non-Indian subcontractors who utilise Indian goods to the maximum extent possible, subject to the proviso in Clause 5.6 (a) above; and

(c) Subject to Clause 5.5, co-operate with and assist Indian companies as subcontractors to enable them to develop skills and technology to service the petroleum industry.

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

INTELLECTUAL PROPOERTY RIGHTS-

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

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

6. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY

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

(a) any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Service Provider of its obligations under this Agreement.

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

6.2. Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable to the other, whether arising under Agreement, tort (including negligence), strict liability or otherwise, for any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

7. VARIATIONS

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

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

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

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

8. PAYMENT

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

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

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

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

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

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

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

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

8.2. The Company shall make payment of a correct invoice within 45 days of receipt to the Service Provider's nominated bank account. Any invoice not complying with the

provisions of this Agreement will be returned by the Company and the Service Provider shall submit a rectifying invoice.

8.3. The Company may dispute any amount on an invoice and withhold the disputed amount provided that: (a) the Company makes payment of any undisputed portion of the invoice and notifies the Service Provider of the disputed amount within 45 days of receipt of the relevant invoice;

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

If the dispute is resolved in favour of the Company, the Service Provider shall forthwith issue a credit note for the disputed amount.

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

9. TAXES

9.1. Definitions

For the purposes of this Clause 9 (Taxation):

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

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

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

9.2. Person Responsible for payment of Taxes

9.2.1. General

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

(a) the payment of all Taxes now or hereafter levied or imposed on the Service Provider or its subcontractors or on the personnel of the Service Provider or its subcontractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Service Provider or its subcontractors (hereinafter referred to as "Personal Income tax");

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

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

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

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

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

9.2.2. Exception to General:

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

9.2.3. Reimbursement of Taxes to the Service Provider

It is acknowledged that responsibility for payment of Taxes to the Government Authority will be governed as per clause 9.2.1 and 9.2.2, the Service Provider will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Agreement.

9.2.4. Pricing

The Parties agree that details of Taxes included in, or excluded from, the Service Provider's prices and/or rates shall be as stated in the Compensation Schedule to the Agreement and nothing in this Clause 9 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

9.3. Withholding taxes and Withholding certificates

9.3.1. The Company shall, at the time of its payments due to the Service Provider, withhold the necessary taxes at such rate as is required by any Government Authority,

unless and to the extent that the Service Provider shall produce to the Company any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Service Provider to receive the payments under the Agreement for a prescribed period without deduction of any tax or deduction at a lower rate.

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

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

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

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

9.4.3. The Company, with respect to the tax withheld from the Service Provider in accordance with Clause 9.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

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

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

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

9.6. Indemnity

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

9.7. Changes in Law

If, after the date of execution of this Agreement, there is any change in law which results in a change in the rate of any Tax included in the Service Provider's prices or rates or the introduction of a new tax and such change results in an increase or decrease in the cost to the Service Provider of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

(a) the Party requesting such revision shall promptly (and in any case prior to submission of the Service Provider's final invoice under this Agreement) notify the other Party that such change in law has arisen; and

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

(c) the provisions of this Clause 9.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non- Indian Taxes.

9.8. GST Compliances by Service Provider

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

(a) whether Service Provider should charge IGST or CGST-plus-SGST;

(b) GST registration number of the Company;

(c) whether the Service Provider should be responsible to generate the E-Way Bill;

(d) the format of invoices/credit and debit notes/advance receipt vouchers;

(e) the requirement for maintenance of a 'GST compliance rating score' above a specified threshold; etc. and

(f) the relevant timelines for such compliances based on the applicable GST laws.

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

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

9.8.4. Without prejudice to any other indemnification obligation under this Agreement, the Service Provider agrees to, at all times, to hold harmless and indemnify Company from and against all claims, liabilities, expenses, proceedings, costs and losses that may be suffered or incurred by Company which may arise out of or in connection with any failure by the Service Provider to adhere to its obligations including but not limited to its obligations under clause 9.9.1 above. In this regard, the Service Provider also hereby indemnifies Company from any costs, claim or liability arising out of any claim or action or omission by any employee or consultant or agent or outsourced staff or subcontractor of the Service Provider.

9.9. Payment of royalty on minerals-

It shall be the sole liability of the contractor to pay all royalties due, as per the applicable Rules, as amended from time to time, in respect of the minerals / materials which are being bought and used for the purposes of execution of this contract. The contractor shall produce royalty clearance certificate from the competent authority as proof of payment of royalty. In no event shall any liability in this regard be put on the company. Any default with respect to payment of royalty or non-production of royalty clearance certificate on the part of the service provider/contractor would count as a breach of the terms and conditions in the contract and the company shall have the right to immediately terminate the contract and to recover the outstanding amount of the royalty along with interest from Service Provider / contractor.

10. TERMINATION

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

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

(a) if the Service Provider breaches any provision of this Agreement, provided that where remediable, the Company has notified the Service Provider of such breach and the Service Provider has upon receipt of such notice, failed to immediately and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction; or

(b) if the Service Provider becomes insolvent or bankrupt or makes a composition or arrangements with its creditors; or

(c) if the Service Provider is wound up or a resolution for its winding up is made (other than for the purposes of an amalgamation or reconstruction whilst solvent); or

(d) if the Service Provider has a liquidator, provisional liquidator, receiver, administrator or an administrative receiver or manager of its business or undertaking appointed; or

(e) if the force majeure under Clause 14 continues for more than thirty (30) days.

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

10.4. The expiry or termination of this Agreement shall be without prejudice to the rights and obligations of the Parties up to and including the date of expiry or termination and shall not affect or prejudice any term of this Agreement that is expressed to continue in force after, such expiry or termination.

11. CONFIDENTIALITY

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

11.2. The Service Provider shall not disclose such Information(s) to any potential subcontractors until such time and in manner agreed by Company in writing. The decision of the Company will be final and binding on the Service Provider in this regard.

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

12. NOTICES

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

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

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

13. GENERAL LEGAL PROVISIONS

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

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

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

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

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

13.6. Unless otherwise specifically stated, both the Company and the Service Provider shall retain all rights and remedies, both under the Agreement and at law, which either may have against the other. Each Party represents and warrants to the other that (i) it has been duly registered and organized and is a validly existing legal entity under the laws of the jurisdiction of its incorporation and that it has full power, authority and capacity to enter into and to carry out its obligations under the Agreement and (ii) by performing the Services it will not be in breach of any other Agreement, agreement, license or permit or in violation of any law and (iii) it shall at all times act in accordance with applicable laws and regulations.

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

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

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

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

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

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

14. FORCE MAJEURE

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

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

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

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

15. BUSINESS ETHICS

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

15.2 The Service Provider shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given,

offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf.

15.3 The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act 2015 and in case of breach thereof, the same shall be treated as a breach of this Agreement.

OR

15.3 The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-Bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

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

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

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

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

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

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

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

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

16. GOVERNING LAW AND DISPUTE RESOLUTION

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

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

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

(ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be Korba, Chhattisgarh [India].

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

OTHER TERMS & CONDITIONS¹

17. STATUTORY COMPLIANCES & CLEARANCES

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

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

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

The Service Provider is responsible for the safety and security of all men and materials employed by him. The Service Provider shall provide all safety equipment (such as tools & tackles, aprons, gloves, safety shoes etc.) to all Service Provider team members. The Service Provider shall provide adequate coverage against any accident met by the Service Provider's team during the period of the Agreement. The Service Provider shall indemnify the Company and its officers against any claim,

dispute and litigations arising in this regard. Further no separate consideration shall be payable by the Company for the same.

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

18. SUSPENSION

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

19.RELATIONSHIP BETWEEN THE SERVICE PROVIDER AND THE COMPANY

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

20. SERVICE PROVIDER'S OBLIGATIONS/LIABILITIES

a) The sole responsibility of the performance of the sub-contractor rests with the Service Provider and the Service Provider shall be liable for any work done by its sub-contractor, agents, employees or officials. However, the Company reserves the right to claim damages and enforce rights on the sub- contractor solely or jointly with the Service Provider but such enforcement will not absolve the Service Provider from any liability.

b) The Service Provider shall advise the Company regarding, compliances, if any to be made by the Company.

c) The Company shall, without prejudice to its other rights be entitled to deduct/ adjust from any dues payable to the Service Provider or any security, all amount(s) which the Company may be liable to pay, incur or sustain as a result of the performance or non-performance, observance or non-observance of any of the terms of this Agreement by the Service Provider

21. SERVICE PROVIDERS'S WARRANTIES & REPRESENTATIONS

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

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

22. PENALTY FOR VIOLATION OF SAFETY MEASURES:

In case of any violation of safety measures and or on noncompliance of safety PPE by the Service Provider or his employee (s) BALCO may penalise the Service Provider as follows:

Rs 500/- First time

Rs 1000/- Second time onwards

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

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

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

23. DISCIPLINE AT WORK AREA:

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

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

24. EMERGENCY:

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

1. Contact fire control room on telephone No. 5333, 5219,5393,2333,242033 and inform name, location and brief of the emergency. If telephone is not available, break the glass of nearest manual call point of fire alarm or use the nearby portable fire extinguisher if you know the operation of the extinguisher.
2. Rush to the location of Emergency and assess the situation Combat the Emergency with the help of the available people using fire hydrant and fire extinguisher.
3. Rush to nearby assembly point [displayed in the department] in case of an extreme emergency.
4. As soon as any Emergency call, the Fire control room operator will immediately ask the Turn out no.1 available at Fire Station plant-I to rush at the emergency spot.
5. He will simultaneously inform to Main Security Gate of respective plants.

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

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

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

26. DAMAGE TO COMPANY'S PROPERTY:

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

27. VEDANTA SUSTAINABILITY CLAUSES

27.1 HEALTH, SAFETY AND ENVIRONMENT (HSE) SYSTEMS

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

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

Statutory Compliance: Service Provider shall identify, document and comply with all pertinent Health, Safety and Environment (HSE) laws and regulations, approvals, licenses and permits which are applicable to the services and conduct of activities.

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

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

27.2 HAZARD AND RISK ASSESSMENT

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

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

1. General Safety and Environmental Management Procedures
2. Waste Disposal
3. Equipment Decommissioning
4. Water Discharges
5. Material Storage/Spills
6. Storm Water Management
7. Use of Asbestos, Lead, CFCs and other objectionable chemicals.
8. Hot working, gas welding , etc
9. All electrical works
10. Work at heights including scaffolding
11. Demolition

- 12. Construction work of any kind
- 13. Transport management
- 14. Tank cleaning or testing
- 15. Confined space, etc

27.3 AWARENESS, COMPETENCY AND BEHAVIOR

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

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

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

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

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

27.4 CHANGE MANAGEMENT

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

27.5 INCIDENT REPORTING

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

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

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

27.6 SAFETY INTERACTION

The Service Provider must conduct regular safety interactions of its Personnel in accordance with the Company's safety interaction process. The number and frequency of safety interactions to be performed will be at the discretion of the Company Representative. Quality assessments of the safety interactions will be undertaken by the Company's HSE Personnel.

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

27.7 EMERGENCY DRILLS

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

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

27.8 CARDINAL RULE*

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

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

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

"Always follow isolation and lock out procedure

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

"Report all injuries and illness

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

"Always follow SOP while working."

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

"Carry out all activities with a valid work permit." "Always wear proper PPEs while working."

"Always drive within speed of 30 KMPH."

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

"Don't smoke in plant premises."

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

"Never park any vehicle in the no parking areas."

"Never sleep while on duty."

27.9 PERSONAL PROTECTIVE EQUIPMENT

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

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

27.10 EQUIPMENT,TOOLS,TACKLES AND RESOURCES

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

Service Provider shall maintain a register of all lifting equipment and tackle. Service Provider shall, upon request, provide certification of inspection within the previous twelve months for all cranes and lifting slings and tackle before the equipment is used for the Work, and/or shall carry out such tests and inspections as are requested by applicable regulatory authorities. Safe Working Load (SWL) and radius charts shall be available for all lifting equipment and shall be marked on the equipment. Service Provider shall ensure pre-inspection of lifting tools tackles including wire

rope slings, clamps, shackles, hooks etc before taking up the job. Company reserves the right to require, Service Provider to inspect any lifting gear that does not meet the requirements stated above. All equipment shall be stored and operated in accordance with the manufacturer's specification and guidelines.

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

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

While using their equipment and carrying out any job, if any equipment / installation belonging to company or any other agency at site is damaged by Service Provider, it will be made good at the risk and cost of Service Provider.

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

Vehicles operating in company premises shall observe all parking and speed restrictions, road signs and traffic rules as per company policy.

27.11 MATERIAL SAFETY DATA SHEETS

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

27.12 WORK PERMITS

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

- a. Hot work
- b. Confined space entry
- c. Working at height
- d. Breaking into piping
- e. Lockout / Tagout / isolation etc.

- f. excavation or drilling into the ground or a concrete building slab using powered equipment
- g. Hazardous substance handling, etc.
- h. Excavation / trenching
- i. Chemical management MSDS's
- j. Any government related permit

27.13 HEALTH AND FITNESS

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

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

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

27.14 DISEASE

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

27.15 HYGIENE AND HOUSEKEEPING

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

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

27.16 ENVIRONMENT PROTECTION

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

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

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

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

27.17 SMOKING

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

27.18 SERVICE PROVIDER ACCOMODATION

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

Provision of first aid, medical facilities and proper ventilation.

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

Include other safety checks to prevent fire.

27.19 CLEARANCE OF SITE

On a continuous basis consistent with Good Industry Practice during the progress of the Works the Service Provider shall clear away and remove from the site, pursuant to the directions of the Company, all scrap, debris, other waste materials. The Service Provider shall leave on the site, for the Company, such temporary works as instructed by the Company, free of charge. The Service Provider shall at all times and particularly after completion of the Works, keep the Site and the Facility in a

clean, safe and workman-like condition and shall dispose of all rubbish (other than hazardous materials or other materials which may contaminate ground-water, for which other arrangements shall be made by the Service Provider) in accordance with Good Industry Practice.

27.20 REMOVAL OF UNSAFE WORKERS

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

27.21 SUBCONTRACTING

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

27.22 MONITORING

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

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

Audit by company: The Company reserves the right to audit all aspects of the management of health and safety on site at any time. Deficiency

identified during any inspection / audit shall be entered into an appropriate action register that summarize the deficiency, the required actions, the person to whom that action have been assigned and date by which the action shall be completed.

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

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

27.23 SERVICE PROVIDER QUERIES

The queries should be normally directed to company's designate as specified in contract. The site specific "Service Provider safety management manual" can also be referred for any clarifications when in doubt. The details on specific processes, plants and machineries and related hazards are detailed in this manual.

28.ENERGY MANAGEMENT SYSTEM

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