

TENDER DOCUMENT CUTTING SLITTING AND PACKING CONTRACT AT BALCO

TENDER NO: BALCO/COM/CTSLT/1907

SEND YOUR OFFER WITHIN 7 DAYS THROUGH E-MAIL

To,

Head Commercial
Bharat Aluminum Company Ltd.

Commercial
Office
Admin
Building, 1st
Floor
BALCO
NAGAR
KORBA –
495684 CG
India

CUTTING SLITTING AND PACKING CONTRACT

INDEX

Attached herewith is our Tender Document for the details are attached below:

- 1. Instruction to the Bidder.**
- 2. Offer letter.**
- 3. Scope of Work & Bill of quantities.**
- 4. Balco General Terms & Condition.**

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

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

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

For Clarifications:

Commercial: Mr. Mahesh Lanjhekar Mob. No: 8827176168

Mr. Suvendu Sekhar Sahoo Mob. No: 9937251363

Technical: Mr . Rajendra Kumar. Tarun Rajendra.Tarun@vedanta.co.in

mob: 8085052482

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 \$ 20billion nearing completion.

Bharat Aluminium Company Limited (BALCO), a Member of Vedanta India is a fully integrated Aluminium producer. Bharat Aluminium Company Limited (BALCO) has its operation at Korba in the state of Chhattisgarh with a smelter capacity of 5.70 LTPA with capabilities to produce ingots, wire rods and rolled products. The company has power generation capacity of 2010 MW. BALCO has two Bauxite Mines - Mainpat and Kawardha and one coal block at Chotia.

What BALCO is looking forward with this contract:

- ❖ 100% adherence to all the deliverables.
- ❖ High Level of Service quality.
- ❖ Ensuring an accident free environment while work.
- ❖ 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 equipment's and the total system to ensure better efficiency and higher levels of productivity.
- ❖ Ensuring higher productivity through introduction of innovative ideas and better Operating Procedures.
- ❖ Introduction of innovative ideas which can save in terms of time or money.

CUTTING SLITTING AND PACKING CONTRACT

Information / Credential of Service Providers / Bidder

Provide us the credentials as per attached excel sheet

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

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

2) **FORMAT FOR OFFER LETTER**

Head Commercial_
Bharat Aluminum Company
Ltd. Commercial Office
Admin

Building BALCO NAGAR
Korba – 495684

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

Sir,

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

2. This offer is valid for a minimum period of 180 days.

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

4. We also enclose herewith the following documents:

A. Schedule of compliance with

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

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

M/s (Name and Address of the Company)

Signature of the authorized Signatories

3) SCOPE OF WORK :

Note : List Of the Machines and BOQ will be provided on participation for this contract .

Cutting & slitting

Operation of Balco slitting line

The slitting of both single and multi-way & will have the annual tonnage as given below.

- Single way slitting - 6000 Mt/year
- Multi way slitting - 1200 Mt/year

Particulars requirement

Input coils parameters

Material	-	aluminium (soft to full hard)
Thickness entry coil	-	0.1 to 2.5 mm
Weight	-	up to 9 Mt with c.i spool of 750mm i.d
Width	-	800 to 1675mm
Coil od	-	1900mm including spool

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Coil id - 200/500/750mm with or without spool of length 2000mm

Exit coils parameters

Weight - 250 kg to 6 Mt
 Width - 65 to 1620mm
 Coil od - 1400 mm max. Depending on slit width & core id.
 Coil id - 200,500,750 mm
 Slitting width tolerance - +1mm - 0 mm
 Edge trimming allowance - 5 mm min. Each side.
 Number of slits - 16 max
 Capacity up to 1000 Mt - (as installed capacity) per month for any product mix.
 Spool wt. 955 Kg.

Type of spool for exit coil paper/steel/aluminium/without spool for 200 mm & 500mm only.

Activities

- Collection of in-put aluminium coils from mill area of sheet rolling shop as per the slitting plan provided by the shift in charge of SRS.
- Slitting, rewinding, annealing, sampling, inspection, weighment and packing of al. Coils should be as per our requirement given time to time.
- Input, finished coil, hand over coil and scrap weight shall be certified by shift in charges of SRS and job worker shall maintain a record of it.
- Slitting line machine inside our plant (Korba) should be capable of processing the slitting and rewinding as per requirement.
- Slitted material to be shifted to SRS/foundry and annealing to be done as per requirement.
- Packing and strapping of Slitted coils (Slitted from contractor's slitter) will be the responsibility of the contractor.
- Basic packing material likes wood, hmhdpe, hdpe, grey/rubberized/ hard board will be issued by BALCO. Wherever required contractor will fabricate wooden saddle/ pallet from the wood supplied by BALCO.
- Shifting & maintaining minimum stock of packing material from stores/packing area to PTS/SRS wherever required will be the responsibility of contract.
- Maintaining pneumatic tools and compressor for strapping will be in the scope of contractor.
- Contractor needs to hand over the quality cleared material after processing in packed condition as per specified packing mode to packing/ logistics area.
- Shifting of process aluminium scrap to foundry or any other area, as per directive of shift in charge, will be in the scope of contractor. Scrap shall not be accumulated at the job site. Maximum permissible quantity for scrap is 15 Mt. In case of extra scrap is found a penalty of Rs. 500 per Mt/day will be charged on the contractor.
- EOT crane in SRS for loading of input coils will be provided by BALCO.
- Apart from above necessary tools and tackles, vehicles, spares, utilities, consumables, competent manpower, office, equipment's/ furniture will be maintained by contractor as per BALCO safety standards & governing policy.

Note- all lifting tools & tackles capacity should be at least 3.5 times the load to be lifted. All tools & tackles, pressure vessels required certification from cg govt. Approved as per standard.

- Power, water, packing material, place /shed will be provided by BALCO without cost to contract.
- Full maintenance of equipment is in the scope of BALCO.
- Cassate assembly maintenance & set up job to be done by vendor
- Consumables/ spares for cassata body to be maintained by vendor
- Contract will assure to sort aluminium scraps as per alloy, binding for easily loading, removal of scraps from area & send destination as per execution in charge.

The engineering in charge shall decide the work requiring like either two way slitting or multiple splitting and his decision in this regard will be final and binding on you and you shall not be entitled to raise any subsequent dispute on billings on account to two way/multiple splitting.

Cut to length (BALCO cut up line)

Aluminium sheets (less than 3 mm) - 300 Mt/month (processing and packing)

Input product range: (cold rolled aluminium coil)

- Weight: - aluminium coil weighing up to 10 Mt. With spool or without spool.
- Coil id: - 750 mm
- Coil od: - 1800 mm
- Thickness: - 0.5 mm to 10 mm
- Width: - 850 to 1670 mm

Finish output products range- thick gauge sheet

- Thickness: - 0.5 mm to 10 mm
- Length: - 1000 mm to 9000 mm
- Length accuracy: - ± 1 mm up to 5 meter & ± 3 mm above 5 m

- Width: - 800 to 1620 mm
- Width accuracy: - ± 0.5 mm
- Trimmer thickness: - 0.56 to 10 mm effective trimming.
- Bow: - 1mm/ 2 meter. Length
- Side trimming: - minimum 15mm each side.
- Diagonal tolerance: -
- A) Less than 2 meter ± 3 mm
- B) 2 to 2.99 meter ± 4 mm
- C) 3 to 4.99 meter ± 5 mm
- D) 5 meter & above ± 7 mm.
- Surface: - no scratches will be generated from the equipment.

Contractor's scope of work:-

- Collection of input material from BALCO rolling shop & loading of the same will be done by contractor with BALCO overhead crane. Contractor will provide labor for loading of input material.
- Cutting, leveling, side trimming, polishing, buffing of input materials as per required dimension mentioned in lot tickets or as by instruction of execution in charge.
- Packing of all processed & passed materials as per instruction EIC.
- Timely handover of all quality passed & packed materials to ware house.
- Shifting of all scraps (alloy wise) from working area to foundry/cast house/scrap yard as instructed by EIC.
- Packing material will be in the scope of BALCO but collection of packing material from central store/SRS is in the scope of contract.
- Hiring pneumatic tools & compressor for strapping are in the scope of contract.
- Total maintenance of equipment is in the scope of SRS maintenance team

Inspection

The inspection of the produced material shall be done by contractor as per quality norms and product requirement. Our engineer in charge/qa person from BALCO will inspect on random basis. Equipment's or whatever inspection tools and tackles needed for inspection is in scope of contractor.

Packing of finished material:

All finished material will be in scope of contractor. Equipment's or whatever packing tools and tackles needed for packing is in scope of contractor. Packing material will be provided by BALCO on standard packing material required basis/mode of packing basis & will be collected from central store by taking approved SIV from EIC.

Scope of work for HRC cutting

1. HRC wrap/scrap aluminium strip cutting of coils. –2000 number per year

- Cutting of wrap for HRC/ strip/ sheets/ removal of aluminium strip/coil of any thickness.
- No. Of inner & outer wrap to cut will be as per quality requirement.
- Strip binding will be as per quality requirement(it will be one circumferential ,& three cross binding)
- Alloy wise segregation & stacking of al. Scraps in vendor scope as per instruction.
- Inspection, handling & weightment of coil.
- HRC oil dipping, maintain oil level and quality of oil as per requirement.
- Housekeeping of area need to maintain on daily basis as per 5s standard.

Resource requirement

1. Truck 24 Mt - 3 no.
2. Pneumatic strapping tools & compressors as per requirement

Lifting tools & tackles as per requirement with regular testing by authorized agency as per rule

Scope of work(packing)

- 1) Cutting / jointing of packing materials as per required size.
- 2) Handover of finished product to warehouse by transfer car or manually. Counting of finished product & maintain records.
- 3) Stitching of package/packets at a regular interval & both ends fixed properly.
- 4) Proper strapping for packed package/packets with appropriate size of pet strap / steel strips after fixing corners, if required, under steel strip at all places as instructed by the area in-charge. Tool for steel strip as well as steel strip shall be provided by BALCO
- 5) tagging, numbering & barcoding in product as per requirement of BALCO.
- 6) weightment of individual package/packets & counting of pieces in each packet, if required, during on-line weighing, re stitching and restrapping of open packets after counting at weighing scale itself. Weightment only for sheet/plate (100 to 150 Mt per month only)
- 7) stacking, shifting & transportation of packed package/packets & handed over to w/h materials (i.e. Sheets, coils, plates, hrf/crf & f/b coils, foil stock etc.) In the respective storage area/warehouse or in the area specified. Party inspection material either packed/unpacked should be stacked properly as per instruction with marking and packed products should be transferred to logistics after instruction only .transportation of packed material through available transfer trolley at SRS only.
- Timely unloading, stacking of packed material will be in the scope of BALCO.
- 8) average weight of bundles
- (i) hrf/crf/fb 300-999kg(for small parts) & 1000 kg to 8000 kg

- (ii) part coils 250 kg to 1000 kg
 - (iii) sheet packages 270kg each packet.
 - (iv) export packing as per requirement of order.
 - 9) re-weighing and counting of pieces in packed package/packets before handing over to warehouse as and when required for the purpose of counter checking.
 - 10) segregation & shifting of base-plates without having any sheet on it. Scrap sheets/plates / coils etc. Alloy wise, to be segregated and send back to production after alloy marking and recording net weight to shift log book. Waste property wire rods, used for products binding, to be straightening then binding in bundle for easy transfer to proper/designated areas after weighing & recording. Timely shifting & unloading of the same will be in the scope of BALCO.
 - 11) salvaging/reuse of packing material after stitching/joining. Avoid wastage of packing materials.
 - (i) Housekeeping to be maintain as per 5s .all scrap to be deposit in designated bin.
 - (ii) Housekeeping of packing materials must be as per 5-s pattern before & after use, in every shift to maintain storage of one kind & size of usable packing materials at designated place and control on wastage of packing materials, used for various mode of packing, as per instruction of area in charge and packing officials. Area must be found neat & clean.
 - 12) Maintain packing items, consumables, tools in area as per requirement of packing, safety stock to be maintained always in area. For transportation of packing material, required manpower shall be provided by contractor.
 - 13) Re-packing of packed bundles, for which packing gets damaged during stacking/shifting and improper handling either at packing or logistics area.
 - 14) placement of hot sheet lots / coils in front of industrial fans (available on shop floor) for faster cooling, so that the same will be available for packing within 8 to 10 hours of receipt of such hot products. Required industrial fans shall be provided by BALCO (with all safety norms) & maintenance of the same shall be in the scope of BALCO.
 - 15) un- packing of rolled product received from warehouse / returns from customer, with proper identification / specification of each lot.
 - 16) Consumable packing stock to be maintained & register in proper manner as per instruction, to avoid crises of packing materials.
 - 17) Deployment of manpower as required for achieving target of packing in shift wise. Balco will provide vendor input material in uniform pattern to achieve desired target. Wood working required for daily packaging of rolled products for wooden packing modes has to perform through safe electric saw machine / multipurpose wood working machine with elcb, for which skilled carpenters with helpers are require to be deputed by the contractor to meet daily packing target and priority of making wooden crates / pallets / saddles / skids.
 - 18) crane operators to operate cranes through cabin /radio remote, carpenters and helpers, writers for stencilling / pasting barcodes are required to be present in each shift without fail.
 - 19) material receipt records, packed products handover records, online weighing of packed finished products with bar-code stickers generation has to be taken care by contractor's person in each shift i.e. 24 hrs x 7 days basis.
- Categorically weighment of packed sheets/plates.
- Packing procedure for various modes (general): (all scope will be as per existing practices)
- The short description of packing modes is as under, however detailed procedure is explained by eic-packing
- Procedure may be revised, if required, as per customer and marketing requirements that will be intimated time to time.
- Packing modes in detail will be provided at the time of execution of contract.
- 1. Packing of sheets / plates in hdpe: - in this mode, the sheets/plates are to be stacked on hdpe fabric & hmhdpe film then edge protector angle boards /hard boards are to be fixed all around the four sides. The hdpe fabric to be stitched with polytwin thread or pasted decently with hdpe tape then to be strapped with steel strip/ polyester(pet) strap using corner Protectors (if required) on the edges under strip. Net wt. Per package 270 kg for sheet and 300 kg for plate or as per requirement. Packing of sheets shall be as per existing practice only & net weight of sheet package shall be not less than 270 Kg & for plate not less than 300 kg.
 - 2. Packing of sheets/plates by providing interleaving between the sheets: - in addition to packing procedure given at 2 (a), Interleaving of hmhdpe film is to be provided in between each sheet/plates of each packages. Net wt. Per package 270 kg For sheet and 300 kg for plate or as per requirement. As per existing practice & net weight of sheet package shall be not less than 270 kg & for plate not less than 300 kg.
 - 3. Of sheet/plate with special protective materials: - in this mode, special protective materials like hard board, ply board, expanded polythene, edge protector angle boards are to be provided before hdpe fabric & hmhdpe film covering in addition to 2(a). Net wt. Per package 330 kg for sheet and 300 kg for plate or as per requirement. As per existing practice net weight of package shall be not less than 330 kg or 300 kg
 - 4. Packing of sheets/plates with special protective material after providing interleaving: - in addition to special protective materials as described at 2 (c), interleaving of hmhdpe film is to be provided in between the sheets/plates after cleaning with rolling oil (if required). Net wt. Per package 330 kg for sheet and 300 kg for plate or as per requirement. As per existing practice net weight of package shall be not less than 330 kg or 300 kg.
 - 5. Stuffing of packed bundles to wooden crates / boxes / wooden pallets: - stuffing involves weighment of empty wooden crates/boxes/pallets after hammering (pre- nailed) nails to avoid dents / nail impressions. Then stuffing all / part quantity packed sheet packets /coil after placing hard board on frame batons (top & bottom inside the box), fixing of bbp board /ply board / top-cover with the help of nails & strapping of crates/boxes/pallets. Finally, applying poly strap / cord lash polyester/steel strip to stuff as many as places as instructed by the area in-charge.
 - 6. Seaworthy packing: - in addition to the packing described at 2 (d) or 2(e), coating of oil is to be applied on the product surface, placing silica gel pouches. The stacking of sheets/plates is to be carried out in the box/pallet directly, after taking empty box/pallet weight. As per existing practice.
 - 7. Packing of coils (hrf/crf/part coils/ full build up coils) in hdpe fabric:-
 - 7.1 the coil shell is wrapped in hmhdpe/stretch film first along with id/od edge protectors & side disk. Then placement of wooden saddle applying board on circumference protection and strapping by using pet strap 19/25mm.in case whenever Hdpe required instruction will be provided.
 - 7.2 all open ends including adjacent of hdpe fabric to be stitched with poly-twin thread, material to be strapped after placing corner protectors, if applicable, with pet strap / steel strap as many nos.& to be mounted on wooden saddle/skids as instructed by area in charge and as per packing procedure.
 - 7.3 silica gel packets to be provided on each side of hrf /crf/full build coils and to be inserted in contact with metal during applying hmhdpe/ stretch

film. However, the strapping of coils (using steel / pet strap) is to be either in as packed condition and/or after mounting the coils on wooden saddles/skids. As per existing practice

8. Packing of coils (hrf/crf/part coils / full build up coils) in special mode: - special protective materials like grey board/hard board/fluted board, ldpe polythene, expanded polythene, vci coated film/paper, silica gel packets, id/od protectors/plastic half bobbin/stretch film etc. To be applied during packing before wrapping using hmhdpe polythene, hdpe fabric. However, the strapping of coils (using pet strap / by steel), as applicable, is to be either in as packed condition and/or after mounting the coils on wooden saddles/skids as per packing procedure mode or requirement. As per existing practice seaworthy packing of coils (hrf/crf/part coils): - the coils are to be packed after providing special protective materials & to be mounted on saddles or stuffed into boxes as instructed by the area in-charge as per packing procedure mode. As per existing practice.

9. Naked packing of plates/sheets :- plates/sheet is to be stacked in bundles, wrapped with a piece of hdpe fabric at one end, for writing lot no., alloy/temper, weight & other identification if any & finally strapping of package with steel / pet strap, as directed by area/shift in charge.

10. Naked packing of hrf/crf/part coils and other rolled product: - coils are strapped with pet strap / steel after placing a piece of hdpe fabric for writing lot no., weight, alloy/temper & other identification if any, as directed by area/shift in charge.

11. Fabrication of wooden crates/boxes/pallets/saddles from hard wood: - contractor needs to keep sufficient skilled Carpenters to fabricate wooden crates / boxes / pallets /saddles etc., from available specified wood at packing area.

Necessary drawings / instruction to make wooden items will be given by packing in-charge/shift in-charge time to time as per mode and sizes requirement. The successful tender should be able to complete the carpentry job within the specified time with required quality/decency of packing followed by specification given to him.

15. The quantities indicated against each item are tentative only & may change according to the market conditions as well mills/ machines condition. Quantities variation may be $\pm 10\%$

16 .the working shall be 365 days x 24 hours basis i.e. Round the clock including sunday & closed holidays.

17 .the contractor shall work strictly as per allotment of the work or schedule given by the in-charge (packing) or Balco representative. Refusal to carry out the job as per schedule or allotted work shall be treated as unsatisfactory performance of the contractor & the contract may be terminated forthwith & the work will be assigned to other agency at the risk & cost of the contractor.

To achieve desired target of packing, balco will provide vendor packable finished product in uniform pattern & to complete desired target balco will provide packable material before 28th of each month

21. Strapping equipment's, compatible compressors, with spares and its maintenance strapping equipment shall be pneumatic Tools of 19 & 25 mm only for pet strapping.

22. Un-loading, loading, shifting & stacking at the storage places should be done in a safe & good condition/location & any loss/damage occurred to the material during process will be contractor's responsibility & BALCO reserves the right to recover the losses/damages of the material from the contractor, if any.

23. The concerned officer shall monitor the contractor's day-to-day performance with regard to execution of the contract including quality of work and materials quality used for all packing modes. In case the contractor's performance is found unsatisfactory, BALCO reserves the right to withhold his payment and/or to impose penalty of any nature, which may be considered reasonable. Balco decision in this matter shall be final.

25. Suitable 2 nos. Pneumatic strapping tools for strapping part / full-build-up coils with pet / polyester strap of size 19 mm width will be under contractor scope to strap minimum coil od 350 mm (i.e. One for coil and one for sheet packing along with one stand by strapping tools.

26. Suitable 1 nos. Pneumatic strapping tools for strapping hr coil / full-build-up coils with pet / polyester strap of size 25 mm width will be under contractor scope to strap sheet / plate packets at SRS packing along with one stand by strapping tools.

27. Suitable 2 nos. Pneumatic strapping tools for strapping part / full-build-up coils with pet / polyester strap of size 19 to 25 mm width will be under contractor scope for strapping hr coils / fb coils. 25 mm only

28. Installation of tools and compressors shall be in the scope of contractor.

29. Strapping tools will be used round the clock for strapping; so stand by tools will be maintained, two heavy compressors at three point use and all necessary spares/ accessories including frls required for maintenance of pneumatic tools and compressors in the scope of contractor.

30. Initial training of workmen regarding uses of pneumatic strapping tools will be in the scope of contractor. Any damage to tool/ compressor /accessories has to take care by contractor. Balco will not entertain such disputes.

31. Contractor should ensure the operation of two e.o.t.cranes available in packing area in each shift. Crane operation will be contractor's responsibility. Crane is having facility of both remote & cabin operation. Maintenance of overhead crane will be In the scope of BALCO.

32. Fabricated wooden items like pallet, saddle, skids in few sizes will be also be provided by BALCO but other than the provided sizes either to resized by cutting & joining or required to be fabricated with available wooden items at packing area by carpenters at no extra cost. If resize required, vendor get planning well in advance.

33. Required tools for lifting, shifting of materials, & slings will be in the scope of contractor with valid testing certificates.

Scope of BALCO:

1. E.o.t crane with radio remote shall be provided by BALCO without operator on the shop floor for handling/ Weighing/shifting of packed/unpacked finished products safely.

2. All kind of ready to use packing materials will be provided by BALCO. Fabricated wooden items like pallet, saddle, skids in few sizes will be also be provided by BALCO .ready to use packing material.

3. Balco reserves the right to recover the losses/damages of the material from the contractor, if any.

4. Required shed (as per vedanta's safety norms), power, roof light, water, weighing scale with bar code printer shall be in the scope of BALCO. Maintenance of shop floor, roof light, roof shall be in the scope of BALCO.

5. Balco shall also provide us required office space, office for weighment, computer system, bar code printer, bar code sticker. Maintenance of this system as well as printer shall be in the scope of BALCO.

6. Balco shall provide you input material in uniform pattern to avoid any packing hamper at the end of each month. Shifting & weighment of hrf coils from hrm area to packing area shall be in the scope of BALCO. Dipping of the same shall be in the scope of BALCO. Weighment of cr coil as well as hr coil shall be in the scope of BALCO.

7. For steel strapping packing, tool shall be in the scope of BALCO. Tackle for weighment shall be in the scope of BALCO.

8. Cranes maintenance along with required parts shall be in the scope of BALCO

9. Required truck, hydra for shifting of packing items from store to shop floor.

Key performance indicators

- pneumatic tool availability – 95 %
- packing of product within 6 hr from receiving at area.
- 5s score within three months >70%, after three months >80%.
- prior initiation for requirement of tools, consumables & packing items.
- quality: - zero rejection of packed product from engg i/c.

Cross functional key performance indicators

- 40% within three months, 80% after three months of total population should participate in quality circle.
- minimum 2 no's kaizen from each area per month
- ensure 100% checklist compliance in every shift.
- mis report to be generated and approved by engineer in-charge every shift, day months wise.
- 100% attendance in war room
- contractor performance score >80%
- ensure 95% manpower deployment in every shift.
- safety score >90%

Mis: reporting of daily activities & record keeping under scope of contractor

- shift reporting to shift i/c & engg i/c of respective dep't
- preparation of pending job list by end of day
- maintain shift & daily log book

Balco recent general terms and condition & legal condition is applicable

(7)vehicles/ machinery: -

S.n name of vehicle/machine capacity

1 pneumatic tools with compressor

2 portable saw cutter (for cutting of hrc)

Penalty & bonus clause

Penalty:

10000 rs/mt/ re melting cost - due to rejection of fg due to mishandling/wrong packing

General terms & condition:

1. In case of any accident/fatal / mishap happen in course of employment of contractual workers, compensation amount to be paid by contractor over and above the statutory liabilities.

3. A request letter addressed to the safety officer countersigned by the execution-in-charge

4. Physical fitness certificate of the employees issued by an mbbs doctor or above

5. List of tools and tackles to be brought inside the plant by the contractor

6. Valid test certificates of lifting machines/tackles/pressure vessels proposed to be used by the contractor during the execution of the job. These certificates should be issued by a competent person in terms of c.g. Factories rules

7. Driving licence, rc book , puc certificate and eye test certificate (issued by an ophthalmologist in form no. 35 of c.g. Factories rules) for the safety clearance of a driver (please note : an hmv driving licence will be required for a driver of tractor trolley)

8. Declaration certificate along with the job-related competency certificate of the employees

Annual qty will be nearly 44400 mt (for total hrc, crc, crp, sheets)

Scope of work for slitting, rewinding and packing in out sourced slitting line

The slitting of both single and multi-way & will have the annual tonnage as given below.

- Single way slitting - 12000 Mt/year
- Multi way slitting - 2400 Mt/year

Aluminium coils of following specifications:-

Particulars requirement

Input coils parameters

Material	-	aluminium (soft to full hard)
Thickness entry coil	-	0.1 to 2.5 mm
Weight	-	up to 9 Mt with c.i spool of 750mm i.d
Width	-	800 to 1675mm
Coil od	-	1900mm including spool
Coil id	-	200/500/750mm with or without spool of length 2000mm

Exit coils parameters

Weight	-	250 kg to 6 Mt
Width	-	65 to 1620mm
Coil od	-	1400 mm max. Depending on slit width & core id.

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Coil id - 200,500,750 mm
 Slitting width tolerance - +1mm - 0 mm
 Edge trimming allowance - 5 mm min. Each side.
 Number of slits - 16 max
 Capacity up to 1000 Mt - (as installed capacity) per month for any product mix.
 Spool wt. 955 Kgs.

Type of spool for exit coil paper/steel/aluminium/without spool for 200 mm & 500mm only.

Activities

- Collection of in-put aluminium coils from mill area of sheet rolling shop as per the slitting plan provided by the shift in charge of SRS.
 - Slitting, rewinding, annealing, sampling, inspection, weighment and packing of al. Coils should be as per our requirement given time to time.
 - Input, finished coil, hand over coil and scrap weight shall be certified by shift in charges of SRS and job worker shall maintain a record of it.
 - Slitting line machine inside our plant (korba) should be capable of processing the slitting and rewinding as per requirement.
 - Slitted material to be shifted to SRS/foundry and annealing to be done as per requirement.
 - Packing and strapping of slitted coils (slitted from contractor's slitter) will be the responsibility of the contractor.
 - Basic packing material likes wood, hmhdpe, hdpe, grey/rubberized/ hard board will be issued by BALCO. Wherever required contractor will fabricate wooden saddle/ pallet from the wood supplied by BALCO.
 - Shifting & maintaining minimum stock of packing material from stores/packing area to pts/SRS wherever required will be the responsibility of contract.
 - Maintaining pneumatic tools and compressor for strapping will be in the scope of contractor.
 - Contractor needs to hand over the quality cleared material after processing in packed condition as per specified packing mode to packing/ logistics area.
 - Shifting of process aluminium scrap to foundry or any other area, as per directive of shift in charge, will be in the scope of contractor. Scrap shall not be accumulated at the job site. Maximum permissible quantity for scrap is 15 Mt. In case of extra scrap is found a penalty of Rs 500 per mt/day will be charged on the contractor.
 - Eot crane in SRS for loading of input coils will be provided by BALCO.
 - Operation and maintenance (mechanical and electrical both) of eot crane (including remote operated) in pts/packing will be provided by contractor and same will be managed by the contractor. However any spares or parts minor / major of the crane if required to be changed/repared the same will be supplied/done by BALCO without any cost or charges to the contractor. If any problem/damage attributable to inappropriate operation the same will recovered.
 - Apart from above necessary tools and tackles, vehicles, spares, utilities, consumables, competent manpower, office, equipment's/ furniture will be maintained by contractor as per BALCO safety standards & governing policy.
- note- all lifting tools & tackles capacity should be at least 3.5 times the load to be lifted. All tools & tackles, pressure vessels required certification from cg govt. Approved as per standard.**
- Power, water, packing material, place /shed will be provided by BALCO without cost to contract.
 - Full maintenance of equipment is in the scope of contract.
 - Whatever spare and consumable requires for slitting job by out sourced line will be in scope of contract.
 - Equipment provide by contractor for slitting lob need to be as per Vedanta safety standard i.e. With area barricade, man machine separation , automation/ no manual job , proper machine guarding etc.
 - Coil removal/charging by coil car no direct loading by crane.
 - During inspection of material in running equipment, there is need of camera & display system to inspect near operator cabin/panel.
 - Data recording/ MIS activity for all process will be required regularly.
 - Involvement of all contract employees in 5s , qc , kaizen, improvement .

The engineering in charge shall decide the work requiring like either two way slitting or multiple splitting and his decision in this regard will be final and binding on you and you shall not be entitled to raise any subsequent dispute on billings on account to two way/multiple splitting.

Maintenance of equipment will be as per guideline provided by BALCO maintenance in charge.

Maintenance related checklist & scheduled will be provide by BALCO maintenance in charge.

Note-equipment availability to be maintained at 85%. Bellow 85%, penalty deduction finalized based on production loss & over wip at that particular equipment.

Cut to length (out sourced cut up line)

Scope of work:-

Thick sheets (3mm to 8 mm) -	200 Mt/month	(processing and packing)
Thin sheets (less than 3 mm) -	150 Mt/month	(processing and packing)

Input product range: (cold rolled aluminium coil)

- Weight: - aluminium coil weighing up to 10 Mt. With spool or without spool.
- Coil id: - 750 mm
- Coil od: - 1800 mm
- Thickness: - 0.5 mm to 10 mm

Width: - 850 to 1670 mm

Finish output products range- thick gauge sheet

- Thickness: - 0.5 mm to 10 mm
- Length: - 1000 mm to 9000 mm
- Length accuracy: - ± 1 mm up to 5 meter & ± 3 mm above 5 m
- Width: - 800 to 1620 mm
- Width accuracy: - ± 0.5 mm
- Trimmer thickness: - 0.56 to 10 mm effective trimming.
- Bow: - 1mm/ 2 meter. Length
- Side trimming: - minimum 15mm each side.
- Diagonal tolerance: -
 - A) less than 2 meter ± 3 mm
 - C) 2 to 2.99 meter ± 4 mm
 - C) 3 to 4.99 meter ± 5 mm
 - D) 5 meter & above ± 7 mm.
- Surface: - no scratches will be generated from the equipment.

Contractor's scope of work:-

- Collection of input material from Balco rolling shop & loading of the same will be done by contractor with Balco overhead crane. Contractor will provide labor for loading of input material.
- Cutting, leveling, side trimming, polishing, buffing of input materials as per required dimension mentioned in lot tickets or as by instruction of execution in charge.
- Packing of all processed & passed materials as per instruction eic.
- Timely handover of all quality passed & packed materials to ware house.
- Shifting of all scraps (alloy wise) from working area to foundry/cast house/scrap yard as instructed by eic.
- Packing material will be in the scope of BALCO but collection of packing material from central store/SRS is in the scope of contract.
- Hiring pneumatic tools & compressor for strapping are in the scope of contract.
- Total maintenance of equipment is in the scope of contract

Inspection

The inspection of the produced material shall be done by contractor as per quality norms and product requirement. Our engineer in charge/qa person from BALCO will inspect on random basis. Equipment's or whatever inspection tools and tackles needed for inspection is in scope of contractor.

Packing of finished material:

All finished material will be in scope of contractor. Equipment's or whatever packing tools and tackles needed for packing is in scope of contractor. Packing material will be provided by BALCO on standard packing material required basis/mode of packing basis & will be collected from central store by taking approved slip from eic.

- Hiring pneumatic tools & compressor for packing are in the scope of contractor.
- Note-transportation of all contract workmen & supervisors inside plant will be by bus /foot walk only & need to arrange by contractor if by bus. No permission of personal vehicles/bicycles will be allowed inside plant.

Penalty

- In the case of wrong cutting of thick sheet by contractor, BALCO may levied penalty rs.25, 000/mt of rejected quantity towards re melting cost.
- In the case of machine breakdown for more than two days, BALCO may levied a penalty of Rs. 10,000/day and maximum of Rs. 50,000/-.

Slab for penalty for less production (will be subtracted)

1. If less than 1 Mt to 50 Mt -- quantity x agreed per ton rate
2. 51 Mt to 100 Mt --50 Mt x agreed per ton rate +Rs 500 per Mt
3. 101 Mt and above -- short fall tonnage x agreed per ton +rs 1000 per mt
4. Any rejections for which contractor is not responsible (for example thickness, rolling surface defects etc.), contractor will not be penalized and for the same, processing cost will be given to contractor.

Other terms & conditions

Rejection:-

Rejection @ 3% of input to be allowed up till 400 mt. For next 400mt production rejection up till 2% will be acceptable and then finally 1.5 % rejection for whole contract period.

Specific terms & conditions:

Balco shall provide & maintain following facilities without any cost or charges to contractor:-

A.) Required shed with eot crane (pendent operated).

- B.) Required power, water & air.
 C.) Required all / any type of ready to use including wooden pallet packing material.
 D.) Required platform weighing scale.
 E.) Required input material.
 F.) Required input material for trial & error till commercial production.
 G) any spares, tools & tackles or parts minor or major of crane required to be changed/repared/replaced will be provided by BALCO.
 H) crane operation to be done by contractor scope.
 I) full maintenance of equipment is in the scope of contract.
 J) whatever spare and consumable require for slitting job by out sourced line will be in scope of contract.
- Equipment provide by contractor for cutting job need to be as per Vedanta safety standard i.e. With area barricade, man machine separation , automation/ no manual job , proper machine guarding etc.
 - Coil charging by coil car no direct loading by crane.
 - During inspection of material in running equipment, there is need of camera & display system to inspect near operatorcabin/panel.
 - Data recording/ mis activity for all process will be required regularly.
 - Involvement of all contract employees in 5s , qc , kaizen, improvement .

Note-equipment availability to be maintained at 85%. Bellow 85%, penalty deduction finalized based on production loss & over wip at that particular equipment.

Penalty clause in Scrap shifting:

- Closing stock of scrap on 1st morning of every month shall not be more than 50 MT
- Failing to this a penalty of Rs. 100/- per MT will be imposed to the contractor on remaining scrap quantity more than 50 MT.
- Closing scrap stock shall be removed from SRS shop floor by C shift of 1st of Every month, if failed a penalty of Rs-200/- per MT will be imposed for balance quality of the 1st of month.
 - If the contractor fails to lift the fallen scrap material while scrap transportation from the working premises of the plant area/roads, within 6 hours, the contractor will be liable for penalty @ Rs. 100/- per hour.

ALUMINIUM ROOFING SHEET OPERATION & PACKING

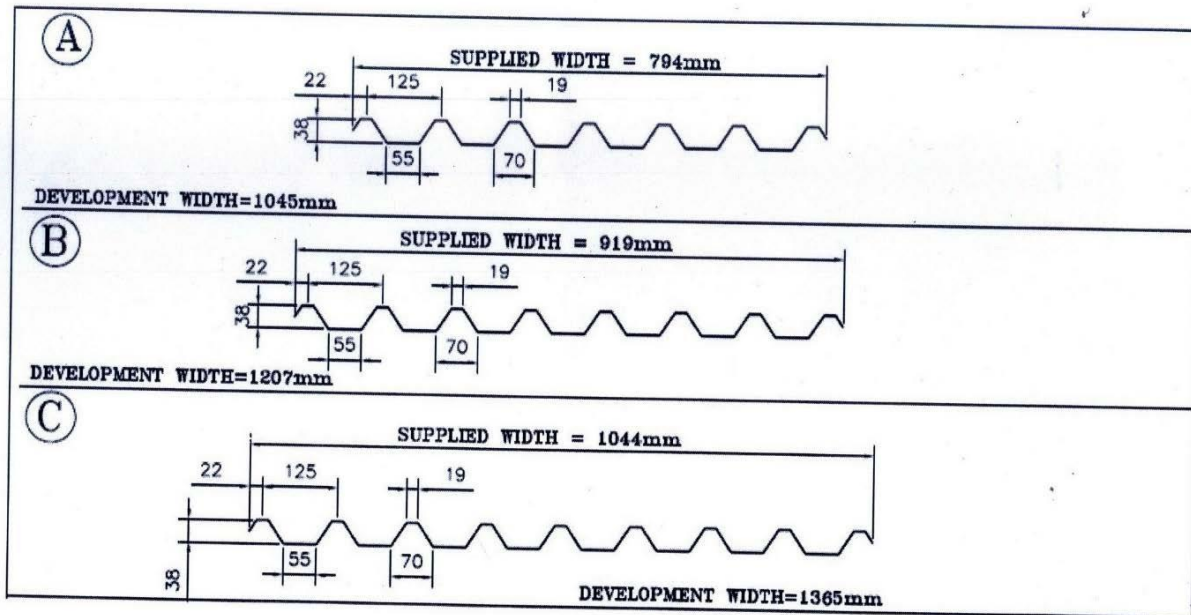
Scope of work:-

BOQ:

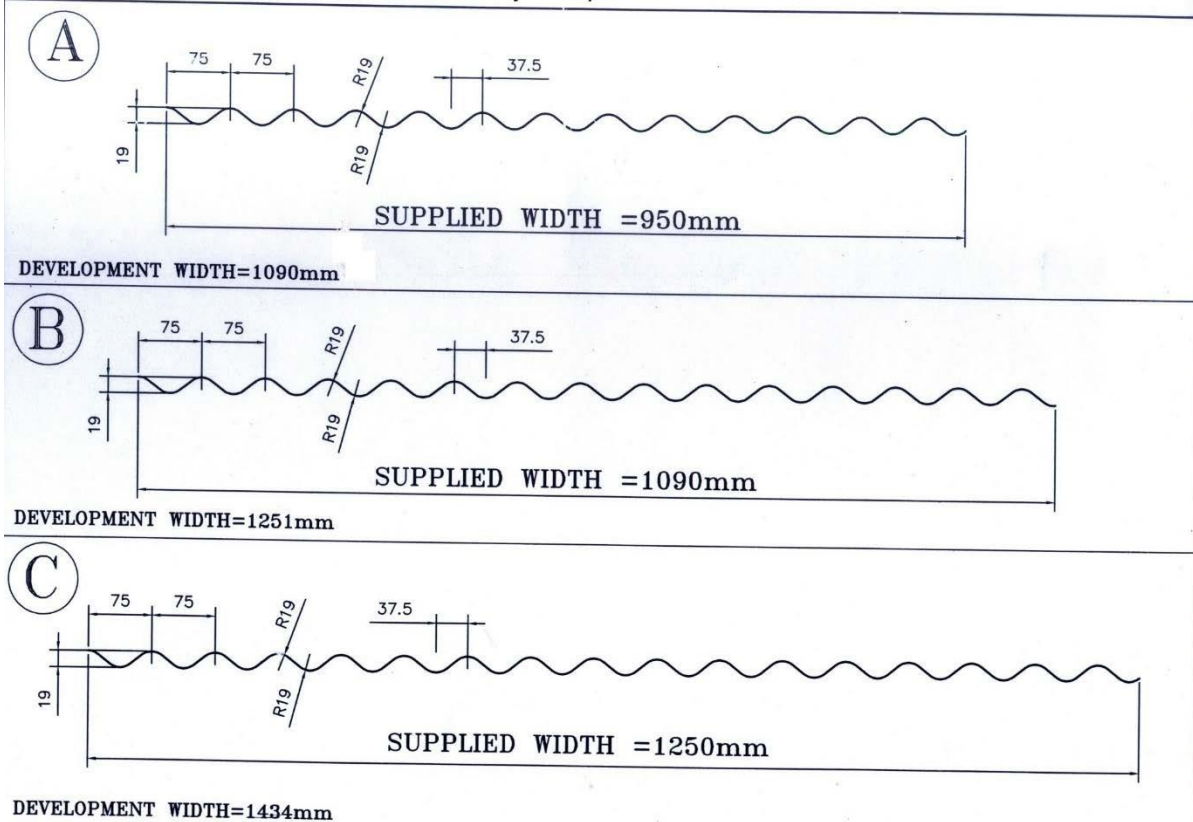
S.NO	Line item	QTY Annual	Unit	Rate
1	Aluminium roof sheet 0-500 MT	6000	MT	
2	Aluminium roof sheet 500-1000 MT	6000	MT	

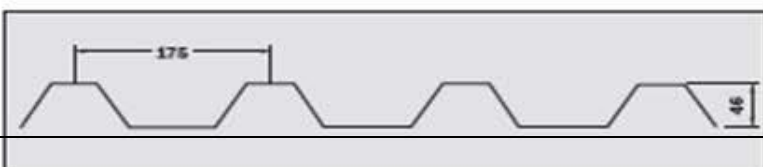
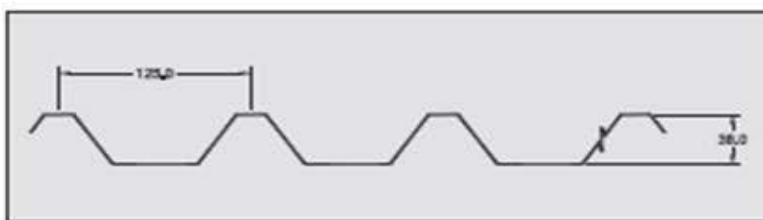
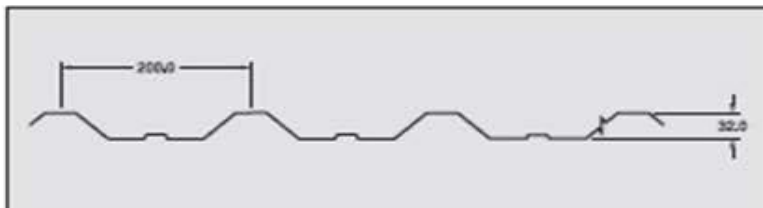
Making of trapezoidal & Circular roofing Sheet as per IS 1254:1991 as per attached profile.
 Alloy & Temper -AA3105 H18

**Aluminium Trapezoidal Roofing Sheets, Commonly Required in the Market, As per IS1254:1991
Alloy & Temper - AA3105 H18**



**Aluminium Circular Corrugated Roofing Sheets Commonly Required in the Market, As per IS1254:2007
Alloy & Temper - AA3105 H18**





Input Product Range: (Cold rolled coil)

- 1) Material: - Cold rolled Aluminium coil
- 2) Width: - 865-1540 mm
Aluminium Sheets
- 3) Thickness: - 0.56 mm to 2.5 mm
- 4) Alloy/temper- As per customer requirement
- 5) Coil ID : 750 MM
- 6) Coil OD :1800 MM
- 7) Coil weight :10 MT

Out Put Product range: Trapezoidal roofing Sheet as per IS 1254:1991 as per attached profile.

Contractor scope.

(Installation of equipment & maintenance in scope of Vendor)

- 1) Collection of input material (Untrimmed Coil) from rolling shop to contractor site. Loading of the same will be done by Balco with Balco overhead crane & crane operator. Contractor shall provide labour for loading & truck for the same with truck driver.
- 2) Contractor shall install appropriate Roll Forming Line capacity 1000 MT Per month at his cost which must be suitable to Balco technical specification.
- 3) Side trimming, flattening, logo printing, forming, profile shearing, & stacking from input coil.
- 4) To & Fro local transport inside the plant for input material and scrap shall be in the scope of Contractor.
- 5) Operation & Maintenance of Roll Forming Line shall be in the scope of contractor.
- 6) Mechanical & Electrical Maintenance of overhead crane (Provided by Balco) for Roll Forming Line shall be in the scope of contractor.
- 7) As per Balco requirement, packing of finished product (Packing material shall be in the scope of Balco) shall be in the scope of contractor.
- 8) Collection of required packing material from Balco stores shall be in the scope of contractor.
- 9) All required spares & consumable for Roll Forming Line shall be arranged by contractor at his own cost.
- 10) Shifting of generated scrap from forming area to designated area (as directed by Balco) shall be in the scope of Contractor.
- 11) Labour for loading & unloading of scrap shall be in the scope of contractor.

Balco scope without any cost or charges to contractor.

- 1) Balco will provide required shed with EOT crane for installation of Roll Forming Line.
- 2) Balco will provide required power, water & air.
- 3) Balco will provide required packing material.
- 4) Balco will provide required weighing scale with computer bar code printing facility.
- 5) Any parts required to be replaced, repaired of overhead crane shall be in the scope of Balco.

KPI:

- 1) Zero LTI,MTI & First aid injuries.
- 2) Daily production as per plan given by Department.
- 3) Daily removal of scrap.
- 4) 100% involvement in QC, KAIZEN & IDEA Generation.
- 5) 100% scoring in Contractor performance score card.
- 6) 100% scoring in Safety score card.
- 7) 100% Scoring in 5S Score.
- 8) Zero quality complaint against process.

1) KPI Bonus & Penalty.

Penalty

- 1) 10000 Rs per day if not achieved production as per daily plan,
- 2) 10000 Rs per month if CPSC 98-95, 15000 Rs per month if CPSC 95-91. 20000 Rs per month if CPSC Less than 91.
- 3) 10000 Rs per month if Safety score 98-95, 15000 Rs per month if Safety score 95-91. 20000 Rs per month if Safety score less than 91.
- 4) 10000 Rs per month if 5S 90-80, 15000 Rs per month if 5S 80-75, 20000 Rs per month if 5S Less than 75.
- 5) 20000 Rs per mt due to process rejection.
- 6) 15000 Rs if fail to submit bill as per below.
 - 1) Submission of bills for certification –by 2nd of every month.
 - 2) Submission in drop box-by 7th of every month.

Bonus:

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

General compliance:

- Ensure active participation in war room & RCA.
- Ensure 100% checklist compliance in every shift.
- MIS report to be generated and approved by engineer in-charge every month.

1	SLITTING, CUTTING, PACKING & ROOF SHEETING	MANPOWER	125
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S.no	Tools & consumables	Unit	Monthly qty.	Annual qty.	Unit rate
2	Two leg chain sling 5 mt ,3 no.	No.		3	
A	Balco slitting line operation				
	Wire rope sling 16mmx2.6 mtr	No.	2	48	
	polyester sling 3 mt	No.	2	24	
	polyester sling 5 mt	No.	2	24	
	Pneumatic strapping tool 19mm	No.		1	
	Portable pressure vessel 12kg/ cm2	No.		1	
	Measuring tapes & any other measuring tools	No.	3	36	
	Cutters & spacers as required	No.	2	24	
	Portable electric shear js3201	No.		1	
	Four leg chain sling(2 mt) with valid load test	No.		1	
B	Balco cutup line operation				
	Wire rope sling 16mmx2.6 mtr	No.	2	48	
	Measuring tapes & any other measuring tools	No.	1	12	
	Cutters & spacers as required	No.	2	24	
	Portable electric shear js3201	No.		1	
C	Hrc cutting				
	Portable circular saw machine (110mm & 165mm)	No.		8	
	Circular blades	No.		50	
	Dalda/ caster oil	Kg		30	
	Strapping tool	Set		1	
	Bolt cutter	No.		6	
D	Packing of rp	45			
	Wire rope sling 16mmx2.6 mtr	No.	2	48	
	Wire rope sling 12mmx9mtr	No.	4	48	
	Polyester sling 1 Mt	No.	8	96	
	Polyester sling 3 mt	No.	2	24	
	Polyester sling 5 mt	No.	2	24	
	Pneumatic strapping tool 19mm	No.		2	
	Portable pressure vessel 12kg/ cm2	No.		2	
	Measuring tapes & any other measuring	No.	3	36	

	tools				
	Big niddle for knitting	No.	10	120	
	Knife	No.	3	36	
	Stock net for cleaning sheets & coils	Kg	10	120	
E	Slitting of aluminium coils (out sourced slitting line)				
	Wire rope sling 12mmx9mtr	No.	4	48	
	Wire rope sling 16mmx9mtr	No.	4	48	
	Polyester sling 1 mt	No.	8	96	
	Polyester sling 3 mt	No.	1	12	
	Polyester sling 5 mt	No.	2	24	
	Four leg chain sling(2 mt) with valid load test	No.		1	
	Pneumatic strapping tool 19mm	No.		1	
	Portable pressure vessel 12kg/ cm2	No.		1	
	Measuring tapes & any other measuring tools	No.	3	36	
	Note- whatever consumable , lifting tools , spares , maintenance in the scope of contract				
F	Cutting of coil to sheet/plate(out sourced c/l)				
	Wire rope sling 12mmx9mtr	No.	4	48	
	Wire rope sling 16mmx9mtr	No.	4	48	
	Polyester sling 3 mt	No.	2	24	
	polyester sling 5 mt	No.	2	24	
	Pneumatic strapping tool 19mm	No.		1	
	Portable pressure vessel 12kg/ cm2	No.		1	
	Measuring tapes & any other measuring tools	No.	3	36	
	Note- whatever consumable , lifting tools , spares , maintenance in the scope of contract				

PPES :

	PPES REQUIREMENT	Manpower	QTY(Annual)	
A	Balco Slitting line operation	18		
	Cotton hand gloves		648	
	Nitrile gloves		432	

	Goggles		36	
	Ear plug		216	
	Fume Mask		216	
	Helmet		18	
	Uniform		36	
	Safety shoe		36	
B	Balco Cutup line operation	7		
	Cotton hand gloves		252	
	Nitrile gloves		168	
	Goggles		14	
	Ear plug		84	
	Fume Mask		84	
	Helmet		7	
	Uniform		14	
	Safety shoe		14	
C	PACKING OF RP	45		
	Cotton hand gloves		1620	
	Nitrile gloves		1080	
	Goggles		90	
	Ear plug		540	
	Fume Mask		540	
	Helmet		45	
	Uniform		90	
	Safety shoe		90	
D	HRC CUTTING	6		
	Cotton hand gloves		216	
	Leather/heat proof gloves		72	
	Goggles		12	
	Ear plug		72	
	Fume Mask		72	
	Helmet		6	
	Uniform		12	
	Safety shoe		12	
	Leg guard		6	
	Apron		6	
	Face shield		6	
E	Slitting of aluminium coils (OUT SOURCED SLITTING LINE)	17		
	Cotton hand gloves		612	
	Nitrile gloves		408	

	Goggles		34	
	Ear plug		204	
	Fume Mask		204	
	Helmet		17	
	Uniform		34	
	Safety shoe		34	
F	CUTTING OF COIL TO SHEET/PLATE(OUT SOURCED C/L)	20		
	Cotton hand gloves		720	
	Nitrile gloves		480	
	Goggles		40	
	Ear plug		240	
	Fume Mask		240	
	Helmet		20	
	Uniform		40	
	Safety shoe		40	
G	ROOFING SHEET	12		
	Cotton hand gloves		432	
	Nitrile gloves		288	
	Goggles		24	
	Ear plug		144	
	Fume Mask		144	
	Helmet		12	
	Uniform		24	
	Safety shoe		24	

. Vehicle details

S.NO	Vehicle	Capacity	Diesel Consumption	Running/month
1	Truck	24mt	11 KM/L	50 KM

Duration – 36 Month (may Vary)

Other terms and conditions
PME as per form 21 will be in vendor scope
Contract duration: Provided by Vendors
Mobilization period: 15 days
Housekeeping of the workplace area/ scrap generated by vendor shall be vendors 'responsibility
Dedicated safety officer shall be deployed for the requirement.

Special tools and tackles to execute the job will be in the vendor scope
ESI, EPF of the operators to be deployed in vendor scope
Required manpower will be in Vendor scope.
Necessary Gate Pass approval shall be in Vendors scope and necessary support will be provided BACLO.
There is no provision for OT.
Required PPE to execute the job will be in vendor scope
Work will be carried out in general shift
Payment terms:
Payment shall be done within 30 days against monthly RA bills on submission of bills duly certified by BALCO engineer in charge .
Bank Guarantee of 10% of Annual Contract Value shall be submitted Before submission of Monthly RA Bills else security shall be deducted from Monthly RA bill as 5% of Monthly RA Bill & 15% of Wage Liability.

4) STANDARD TERMS AND CONDITION

1. DEFINITIONS

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

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

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

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

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

- 1.3. The headings in the Agreement are used for convenience only and shall not govern or affect the interpretation of the Agreement.
- 1.4. Words denoting the singular shall include the plural and vice versa, where the context requires.
- 1.5. Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
- 1.6. Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

2. SCOPE OF CONTRACT

- 2.1. The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the Company in accordance with Clause 10 below (Standard Terms and Conditions).
- 2.2. Subject to the provisions of this Agreement, the Parties agree that upon request of the Company in terms hereof, the Service Provider shall perform the Services at such locations and for such periods as may be agreed with the Company.
- 2.3. From time to time, the Company may issue a Purchase Order to the Service Provider. In such case, the terms and conditions of this Agreement shall apply to each such Purchase Order as if repeated in total.
- 2.4. The Service Provider shall commence the Services on the scheduled commencement date stated under this Agreement or in the relevant Purchase Order and shall continue such Services for the Term or the duration of the Purchase Order as applicable unless terminated earlier in accordance with terms and conditions hereunder. Each Purchase Order is subject to agreement on a case by case basis.

3. SERVICES

- 3.1. The Service Provider shall perform the Services with all due skill, care and diligence in a safe, competent and timely manner and in accordance

with the requirements of the Agreement and/or the relevant Purchase Order. If Company notifies the Service Provider of any defect in the performance of the Services, the Service Provider shall rectify such defect at its own expense.

- 3.2. Except to the extent that it may be legally or physically impossible, the Service Provider shall comply with the Company's instructions and directions in all matters relating to the Services consistent with the provisions hereunder.
- 3.3. The Service Provider shall agree with the Company in the relevant Purchase Order from time to time as regards the personnel who will perform the Services and shall:
- (a) only provide such personnel who possess appropriate experience, skills and qualifications necessary for the Services to be performed in accordance with this Agreement;
 - (b) not remove or replace such personnel without the prior written consent of the Company (not to be unreasonably withheld); and
 - (c) Nominate a senior manager or director of the Service Provider to have overall responsibility for the provision of the Services in terms stated under this Agreement and/or the relevant Purchase Order, which person shall attend any meetings with the Company on reasonable prior notice.
- 3.4. The Company shall be entitled to request the Service Provider to replace any of its personnel providing the Services, where in the Company's reasonable opinion such person is incapable and or unsuitable for performing the Services required by this Agreement. The Service Provider shall promptly replace such person at no additional cost to the Company.
- 3.5. Without prejudice to any other rights of the Company under the Agreement or at law, if the Service Provider fails to perform the Services in accordance with the provisions of this Agreement, the Company may use alternative means to perform the Services and the Service Provider shall be liable for any additional cost incurred by the Company in using such alternate means.
- 3.6. The Service Provider hereby represents and warrants that it has all corporate authorisations and all other approvals, statutory, regulatory or other consents, licenses, waivers or exemptions required to enter into and

perform its obligations under the Contract and is not restrained, enjoined or otherwise prohibited or made illegal by any applicable law, from executing and performing this Contract.

4. FEES

- 4.1. The Company shall pay for the Services performed in accordance with the prices as per Attachment 2 to Schedule I and/or rates specified in the relevant Purchase Order.
- 4.2. In case of contingency assignments, the agreed fees for such onetime Services shall be payable on completion of the relevant assignment as per the terms agreed under this Agreement and/or the relevant Purchase Order.

5. SERVICE PROVIDER'S GENERAL OBLIGATIONS

- 5.1. The Service Provider shall, and the Service Provider shall ensure that its employees and representatives shall, in performing its obligations under this Agreement, comply in all respects with all relevant laws, statutes, regulations and orders for the time being in force.
- 5.2. Where any of the Service Provider's employees or representatives is present at any of the Company's premises for the purposes of this Agreement, the Service Provider shall at all times remain responsible for the conduct and safety of such employee or representative.
- 5.3. The Service Provider shall not, in performing its obligations under this Agreement, hold itself out or permit any person to hold it out as being authorized to bind the Company in any way and will not commit any act which might reasonably create the impression that it is so authorized.
- 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 utilize 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

relation to the Services and shall provide copies of the same to the Company on request. The Company (or its appointed representative) shall have the right to audit the relevant books and accounts of the Service

Provider in relation to any reimbursable charges paid for by the Company under this Agreement. Such audit right shall survive for a period of 2 (two) years following the expiry or termination of the Agreement. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.

6. INTELLECTUAL PROPOERTY RIGHTS

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

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

- 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. **THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY**

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

- (a) any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Service Provider of its obligations under this Agreement.
- (b) any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Service Provider.

7. **VARIATIONS**

- 7.1. At any time during this Agreement, the Company may request the Service Provider to vary, amend or otherwise alter the Services (a “Variation Request”).
- 7.2. Upon the receipt of a request from the Company pursuant to Clause 7.1, the Service Provider

shall, within 7 days, notify the Company of the effect of the Variation Request on the Fees and/or other terms under this Agreement and/or the relevant Order.

- 7.3. If following receipt of the Service Provider's response pursuant to Clause 7.2, the Parties are in agreement on the Variation Request and the adjustments to be made to the Services under this Agreement and/or the relevant Purchase Order, the Parties shall execute a variation order (a "Variation Order") to reflect such agreement.
- 7.4. The Services shall not be varied, amended or otherwise altered and/or the Fees shall not be adjusted until such time as a Variation Order is executed by both Parties.

8. PAYMENT

- 8.1. In addition to any requirements set out in the relevant Purchase Order, if any, each invoice shall:
- (a) be in duplicate;
 - (b) bear the Contract Number stated on the cover sheet to the Agreement;
 - (c) state the name, e-mail address, mobile telephone number of the Company's Representative; and
 - (d) be accompanied by supporting evidence and itemized in accordance with the Company's requirements.

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

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

- (i) Latest tax residency certificate of the Service Provider as issued by the tax / revenue authorities of Service Provider's country of residence, stating specifically that the Service Provider is tax resident of country as mentioned in such tax residence certificate.
- (ii) Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax

authorities,

- (iii) Copy of registration certificates under applicable Indian tax/other laws including but not limited to GST, Excise, import export code etc., as applicable.
- (iv) Copy of the withholding tax certificate issued by Indian tax authorities, enabling the Company to make payments to the Service Provider after deduction of such taxes as per prescribed rate in the withholding tax certificate.

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

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

- (a) the Company makes payment of any undisputed portion of the invoice and notifies the Service Provider of the disputed amount within 45 days of receipt of the relevant invoice;
- (b) if the dispute is resolved in favour of the Service Provider, the Company shall pay the disputed amount within fifteen (15) days of the date of the resolution of the dispute or forty-five (45) days of receipt of the invoice, whichever is later.

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

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

9. TAXES

9.1. Definitions

For the purposes of this Clause 9 (Taxation):

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

9.2. Person Responsible for payment of Taxes

9.2.1. General

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

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

manufactured by the Service Provider or its subcontractors for sale to the Company (hereinafter referred to as “Excise Duty”);and

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

9.2.2. Exception to General:

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

9.2.3. Reimbursement of Taxes to the Service Provider

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

9.2.4. Pricing

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

9.3. Withholding taxes and Withholding certificates

- 9.3.1. The Company shall, at the time of its payments due to the Service Provider, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Service Provider shall produce to the Company any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Service Provider to receive the payments under the Agreement for a prescribed period without deduction of any tax or deduction at a lower rate.
- 9.3.2. The Company shall provide the necessary withholding tax certificates to the Service Provider within the time stipulated by the relevant law to enable the Service Provider to file the same with the Government Authority

as a proof of payment of such taxes.

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

- 9.4.1. The Service Provider shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax, GST, Sales tax and Excise Duty) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.
- 9.4.2. The Service Provider shall also ensure that its subcontractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.
- 9.4.3. The Company, with respect to the tax withheld from the Service Provider in accordance with Clause 9.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

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

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

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

this Agreement or otherwise) and shall pay only the balance, if any, to the Service Provider; and

- (b) If the Company is required to furnish any details or documents in such capacity, the Company shall request the details 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 cancelation/ termination of all or part of this Agreement for any reason, the Company's sole liability to the Service Provider in

respect of such cancelation/ termination shall be to make payment of the Fees properly due under this Agreement up to the date of termination.

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

11. CONFIDENTIALITY

- 11.1. The Company and the Service Provider shall keep any information which either Party learns about or receives from the other pursuant to this Agreement in strict confidence and will not disclose the same to any third party without the prior written consent of the other Party. The

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

- 11.2. The Service Provider shall not disclose such Information(s) to any potential subcontractors until such time and in manner agreed by Company in writing. The decision of the Company will be final and binding on the Service Provider in this regard.
- 11.3. The Service Provider shall use best endeavours to prevent the authorised disclosure of the all information hereunder. Where any information is required to be disclosed under Clause 11.1, the Service Provider shall give prompt notice to the Company and shall use its best commercial endeavours to limit the extent of any such disclosure.

12. NOTICES

- 12.1. Any notice or other communication required or given under this Agreement

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

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

13. GENERAL LEGAL PROVISIONS

- 13.1. The Company shall be entitled to assign this Agreement to an affiliate/subsidiary or on giving written notice to the Service Provider. Save as aforesaid, the Service Provider shall not be entitled to assign this Agreement or any part or any benefit or interest in or under it without the prior written approval of the Company which the Company may at its sole discretion accept or refuse.
- 13.2. This Agreement shall not be amended or modified except by mutual agreement in writing between the Parties.
- 13.3. This Agreement and the all Schedules and Attachments annexed hereto contains the whole agreement between the Parties relating to the subject matter of this Agreement, and supersedes any previous understandings, commitments, agreements or representations in respect of the subject matter. No terms or conditions endorsed upon, delivered or contained in Service Provider's quotation, acknowledgement or acceptance of the Agreement, specification or similar document will form part of the Agreement and Service Provider waives any right it otherwise might have to rely on such terms and conditions. No variation to any terms or conditions of this Agreement shall be valid unless expressly agreed in writing by both parties.

- 13.4. No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Agreement shall be interpreted as a waiver of such terms and conditions.
- 13.5. Nothing in this Agreement shall, or shall be deemed to, create an agency, a partnership or a relationship of employer and employee between the Parties. For the avoidance of doubt, nothing in this Agreement shall prevent or restrict the Company from entering into parallel Agreements with other parties for services similar or related to the Services.
- 13.6. Unless otherwise specifically stated, both the Company and the Service Provider shall retain all rights and remedies, both under the Agreement and at law, which either may have against the other.
- 13.7. Each Party represents and warrants to the other that (i) it has been duly registered and organised and is a validly existing legal entity under the laws of the jurisdiction of its incorporation and that it has full power, authority and capacity to enter into and to carry out its obligations under the Agreement and (ii) by performing the Services it will not be in breach of any other Agreement, agreement, license or permit or in violation of any law and (iii) it shall at all times act in accordance with applicable laws and regulations.
- 13.8. The Service Provider shall comply with all safety instructions of the Company consistent with the provisions of the Agreement including, without limitation, the safety instructions of any of the Company's other Service Providers. Such instructions shall, if the Service Provider so requires, be confirmed in writing by the Company's Representative, so far as practicable.
- 13.9. The Service Provider shall not be entitled, without the written consent of Company, to make any news release or public announcement concerning the subject matter of the Agreement or to refer to the Company, use its name or logo, in print or electronic forms for marketing or reference purposes.]
- 13.10. If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability

without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

- 13.11. The provisions of this Agreement are solely for the benefit of the Parties. No other person are intended to have, nor will have, any rights whatsoever, under this Agreement, whether for injury, loss or damage to person(s) or property or for economic loss.
- 13.12. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will constitute one and the same instrument.

14. FORCE MAJEURE

- 14.1. Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence such as any (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection and civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 14 and which is beyond the reasonable commercial control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against. For the avoidance of doubt, any strikes caused by the Service Provider (which includes its subcontractors) shall not be considered as a force majeure occurrence.
- 14.2. In the event of a force majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify the other party without delay giving the full particulars thereof and shall use reasonable endeavours to remedy the situation without delay.
- 14.3. Save as otherwise expressly provided in the Agreement, no payments of whatever nature shall be made in respect of any period where Services are not carried out as a result of a force majeure occurrence.
- 14.4. Following notification of a force majeure occurrence in accordance with Clause 14.2, the Parties shall meet without delay with a view to agreeing a

mutually acceptable course of action to minimise any effects of such occurrence.

15. **BUSINESS ETHICS**

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

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

15.3. The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-bribery and Corruption requirements (a copy of which is also available at 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 New Delhi, India.
- 16.2. Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:
- (i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than ₹ 50,00,000 (Rupees Five Million Only) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated

arbitrators.

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

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

Other Terms and conditions

17. STATUTORY COMPLIANCES & CLEARANCES

- a) The Service Provider shall be solely liable for Statutory Compliance in respect of all applicable laws of land existing as on the date of the Agreement as well as those notified by the Central/ State Government from time to time including but not limited to compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Employees Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979 etc. in respect of all employees employed by the Service Provider, directly or indirectly or through any sub-contractor. The Service Provider shall be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all applicable Central/State Labour laws and Regulations/Rules made thereunder in respect of Workmen employed or engaged by it.
- b) The Company shall be entitled to deduct/adjust from amount payable to the Service Provider, any dues, wages, compensation on accident or death, expenses incurred for benefits, provision for amenities and amounts paid or payable by the Company in compliance with the applicable laws, in respect of workmen/employees of the Service Provider.
- c) The Service Provider shall ensure compliance under the Safety Provisions of the applicable State/ Central laws and shall ensure that its employees are trained, competent, physically and mentally fit for the assignment and are not suffering from any chronic or contagious disease.

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

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

18. SUSPENSION

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

19. RELATIONSHIP BETWEEN THE SERVICE PROVIDER AND THE COMPANY

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

20. SERVICE PROVIDER'S OBLIGATIONS/LIABILITIES

a) The sole responsibility of the performance of the sub-contractor rests with the Service Provider and the Service Provider shall be liable for any work done by its sub-contractor, agents, employees or officials. However,

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

21. SERVICE PROVIDERS'S WARRANTIES & REPRESENTATIONS

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

22. PENALTY FOR VIOLATION OF SAFETY MEASURES

In case of any violation of safety measures and or on non-compliance of safety PPE by the Service Provider or its employee(s), the Company may penalise the Service Provider as follows: Rs 500/- First time Rs 1000/- Second time onwards If the Service Provider continues failing to provide the safety &/or PPE, the Company reserves its right to terminate the Agreement. At any point of time, the safety compliance will be checked by the Company's Safety Department or Execution Department. The Service Provider shall immediately upon knowing of any accident, damage or losses, in which it is involved on the site, inform the area-in-charge. The Service Provider shall take all safety precautions and provide adequate supervision by competent persons in order to do the job safely and without damage to plant, personnel, equipment, and the environment.

23. DISCIPLINE AT WORK AREA

The Service Provider shall maintain discipline at work area. It shall keep the area neat and clean after the work is over. All the spares, waste material like oil grease etc. shall be kept at the designated area and the work place shall be cleaned after the job is over. In case, maintenance activities are found to be suffering due to non-performance by Service

Provider's employees or job negligence, suitable punitive action shall be taken by the Company for the same.

24. EMERGENCY

The Service Provider shall ensure that its workers follow the following instructions: 1. Contact fire control room on telephone No. 5333, 5219,5393,2333,242033 and inform name, location and brief of the emergency. If telephone is not available, break the glass of nearest manual call point of fire alarm or use the nearby portable fire extinguisher if you know the operation of the extinguisher. 2. Rush to the location of Emergency and assess the situation. Combat the Emergency with the help of the available people using fire hydrant and fire extinguisher. 3. Rush to nearby assembly point [displayed in the department] in case of an extreme emergency.

4. As soon as any Emergency call occurs, the Fire control room operator will immediately ask the Turn out no.1 available at Fire Station plant-I to rush at the emergency spot. 5. He will simultaneously inform to Main Security Gate of respective plants

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

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

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

26. DAMAGE TO COMPANY'S PROPERTY:

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

27. VEDANTA SUSTAINABILITY CLAUSES

27.1 HEALTH, SAFETY AND ENVIRONMENT (HSE) SYSTEMS

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

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

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

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

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

27.2 HAZARD AND RISK ASSESSMENT

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

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

1. General Safety and Environmental Management Procedures

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

27.3 AWARENESS,COMPETENCY AND BEHAVIOUR

Awareness: Before commencement of any Services, the Service Provider shall, at its own expense, ensure that its personnel have been given necessary HSE training including training in hazard identification, risk analysis, safe working 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, the Service Provider shall emphasize the fact that each person has an obligation to stop an act or task if it is unsafe. The Service Provider shall ensure that its personnel

attend refresher courses to maintain familiarity with current procedures. The Service Provider shall provide evidence of completion of all training and competency assessments upon request by the Company. All Service Providers' personnel arriving on the site shall attend the Service Provider's or Company's HSE inductions including a review of the site's safety procedures including Permit to Work and evacuation.

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

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

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

27.4 CHANGE IN MANAGEMENT

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

27.5 INCIDENT REPORTING

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

Access to site: If the Company exercises its right to conduct its own

investigation, the Service Provider shall provide the Company with all reasonable assistance to allow and to complete the investigation.

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

27.6 SAFETY INTERACTION

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

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

27.7 EMERGENCY DRILLS

The Service Provider shall participate in emergency response drills to test effectiveness of

its emergency procedures and equipment and the knowledge and proficiency of Service Provider's personnel.

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

27.8 CARDINAL RULE

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

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

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

“Always follow isolation and lock out procedure” “No person will be allowed to work if under the influence of alcohol or drugs.

"Report all injuries and illness."

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

“Always follow SOP while working.”

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

“Carry out all activities with a valid work permit.” “Always wear proper PPEs while working.” “Always drive within speed of 30 KMPH.”

“Always wear crash helmet (two wheelers) & safety belt (four wheelers) while driving.” “Don’t smoke in plant premises.”

“Never work under the influence of alcohol or drugs.”

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

27.9 PERSONAL PROTECTIVE EQUIPMENT

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

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

27.10 EQUIPMENT, TOOLS, TACKLES AND RESOURCES

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

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

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

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

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

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

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

27.11 MATERIAL SAFETY DATA SHEETS

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

27.12 WORK PERMITS

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

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

27.13 HEALTH AND FITNESS

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

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

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

27.14 DISEASE

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

27.15 HYGIENE AND HOUSEKEEPING

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

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

27.16 ENVIRONMENT PROTECTION

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

disposed as per the guidelines.

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

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

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

27.17 SMOKING

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

27.18 SERVICE PROVIDER ACCOMODATION

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

Provision of first aid, medical facilities and proper ventilation.

Building material shall be suitably inflammable, have smoke and fire alarms fitted and Include other safety checks to prevent fire.

27.19 CLEARANCE OF SITE

On a continuous basis consistent with Good Industry Practice during the

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

27.20 REMOVAL OF UNSAFE WORKERS

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

27.21 SUBCONTRACTING

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

27.22 MONITORING

Compliance check by Service Provider: The Service Provider shall monitor its safety performance and that of its sub-service providers to ensure compliance with standards set in the Agreement. The frequency of monitoring will be dependent Upon the risk profile and number of persons employed. Root Cause of incidents: All accidents shall be investigated to establish the basic causes and to recommend appropriate improvements in control. Details of all accidents, together with the

associated investigation and recommendations, shall be passed to the Company as soon as deemed reasonable

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

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

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

27.23 SERVICE PROVIDER QUERIES

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

28 ENERGY MANAGEMENT SYSTEM

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