

TENDER DOCUMENT FOR BAUXITE MINING SERVICES FOR BALCO

TENDER NO: BALCO/ Bauxite Mining.

Within 7 days from the date of EOI Publishing

To

Head Commercial
Bharat Aluminium Company Ltd.

Commercial Office

Admin Building

BALCO NAGAR

Korba – 495684

Tender.korba@vedanta.co.in

INDEX

1. Instruction to the Bidder
2. Offer Letter
3. Scope of Work
4. Standard Terms & Conditions

1. INSTRUCTION OF BIDDERS

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

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

What BALCO is looking forward with this contract :

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

Information / Credential of Service Providers / Bidder

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

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

2) FORMAT FOR OFFER LETTER

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

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

Sir,

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

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

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

4. We also enclose herewith the following documents:

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

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

M/s (Name and Address of the Company)

Signature of the authorized Signatories of the company.

SCOPE OF WORK

SCOPE OF WORK FOR MANUAL MINING

Delivery and Quality are the essence of this contract:

The Service Provider shall be responsible for all the works directly related to incidental to Mining, Screening, Sorting and Breaking into Size (-) 200-250 mm, Stacking of Bauxite at our Mines in Bodai-Daldali Mines, Kawardha.

The Scope of work & Deliverables by the Service Provider shall include all works whether directly related or incidental to Mining & Sorting of Bauxite.

The Quality of Bauxite produced from Bodai- Daldali Mines by sorting and sizing should have Minimum **45.30% Al₂O₃ Grade & Maximum 3.70% SiO₂ OR as grade specified by Mines Manager in the monthly mine plan.**

Mining, Sorting, Breaking and Stacking of bauxite material.

1. Preparation of Benches as per provisions of MMR 1961.
2. Tree felling required for mining,
3. Removal of soil and its stacking separately at place specified by Mines Manager / EIC, and preferably it should be directly spread over on backfilled and levelled mined out area.
4. Mechanized removal of overburden and stacking at the places specified by the Mines Manager/EIC for backfilling of mined out pits and includes levelling, thereafter spreading of top soil over it.
5. The concurrent system of mining and backfilling should be adopted by directly dumping of excavated overburden into mined out area.
6. Dewatering of working areas, if required, during rainy season.
7. Loosening of ore zone by drilling and blasting in ore benches, or preferably by high power Excavator / Ripper dozer.
8. Drilling and blasting in ore benches, of bauxite and it's breaking to (-) 200-250 mm size and stacking into measurable shapes
9. Separating, Shifting & Stacking of subgrade mineral at a specified place as instructed by Mines Manager / EIC. The subgrade mineral is low grade Bauxite having Alumina above 30% and reactive silica less than 5%. This reject quantity will be about 10 to 15 % of approved grade bauxite.
10. Disposal of rejects from working faces to mined out areas and it's levelling.
11. Levelling of floor of the bench for smooth movement of trucks/tippers and also for maintaining the floor of ore bench as per statutory requirement.

12. Maintenance of approach roads.
13. Provision of machineries as detailed in Contract.
14. Service Provider has to deploy requisite manpower to fulfil for various works connected to complete his contracted work.
15. The Service Provider shall be required to work/raise/excavate bauxite from such areas as may be allotted by Company. The Mines Manager/EIC has the right to stop the work in any area assigned to the Service Provider. The decision of Company in this regard shall be final and binding.
16. Any other work not specifically stated but required to complete the Mining shall be deemed to be specifically included in the scope of the work to be done by the Service Provider. xix. To execute the work, Service Provider has to employ mining engineers, in his team of qualified and experienced supervisory staff. Service Provider has to employ statutory manpower (Blaster and Mines Mate) as per statutory requirements.
17. Service Provider will be responsible for removal of encroachments required for smooth mining operation without violating the provisions of applicable laws within lease area.
18. To mine only in the area to be allotted by the Mines Manager/ EIC and to restrict mining areas within the allotted areas only.
19. The sized ore stacked at the mines shall be checked for its quality by sampling before dispatch. The Mines Manager/EIC or his representative may direct breaking of oversize material and / or sorting of laterite or other deleterious material from any stack before it sampled. The material rejected in this process shall be disposed of by the Service Provider at his own expenses in a manner and at the place specified for the purpose by the Mines Manager/EIC. The sampled material shall be analyzed in company's Laboratory after preparation of laboratory sample for checking its quality.
20. In case the Monthly weighted average quality of bauxite is found to be inferior to the approved grade, liquidated damages as mentioned in contract shall be recovered from the bills of the Service Provider for the entire quantity of the Bauxite dispatched during that particular Month.
21. The Service Provider should make stacks each of size 25 Cu Meter of sized/ sorted bauxite for drawl of sample to determine the quality of the stacks/ dispatch bauxite by any inspecting authority.
22. Minimum Machinery in good working condition has to be deployed for the execution of the work immediately from the date of issue of this contract. No extension of time shall be granted for any reasons. All machines used should have all safety appliances fitted and should have periodically tested as per guidelines, circular, order issued by DGMS. Otherwise company will have liberty to get install the same on cost of Service Provider.
23. Drill machine equipped with dust extractor / wet drilling should be only allowed for blast holes drilling, Otherwise company will have liberty to get install the same on cost of Service Provider.
24. Water sprinkling or other suitable means should be used for minimizing and maintaining the dust pollution within permissible limit at haul roads, working places on daily basis (except in rainy season) without fail.
25. Controlled blast technique as advised by Mines Manager/EIC should be adopted for reducing the ground vibration and controlling the flying fragments within 50 meters.
26. The cost of procurement & its transportation of explosive & Ammonium Nitrate up to Magazine

should not be include in the offered price and the same will be provided by Balco. However, the necessary support with respect to men & material for conducting the blasting operation is in Service Provider's scope.

27. The Service Provider will ensure to provide sufficient lighting all along working pits, Haul Road, weigh Bridges, Rest shelters, crushing & screening area, dump yard etc. to maintain lighting standard as stipulated in Mines Act & Rules/ Regulation, Circular framed under it and also as per Indian Electricity Act & Rules framed under it.

1. **SPECIAL CONDITIONS OF MINING CONTRACT**

Additional conditions for mining contract of Bodai Daldali Bauxite Mines.

Special Instructions: -

- a. **RIPPER / HIGH POWER EXCAVATOR / ROCK BREAKER FOR AVOIDING BLASTING:** The Service Provider should deploy the Dozer with ripper of high HP/excavator / Rock Breaker of high HP so that, the bauxite could be excavated without drilling blasting specially near huts.
- b. The rock breakers for over size boulders should be used for eliminating the secondary blasting.
- c. **RAIN WATER HARVESTING: The Service Provider should develop 1 water pond in the mined out area every year as per direction of Mines Manager/EIC.** Necessary boulder filling, embankment making, shaping of ponds will be done by Service Provider as per direction of Mines Manager/EIC.
- d. **RECLAMATION OF MINED OUT AREA:**
 - (i)The mined out area has to be backfilled, compacted, and levelled by filling initially by laterite, Murom and rejects. Thereafter spreading of topsoil / soil over such backfilled area has to be done by laying about one meter layer of soil. This backfilling has to be done in such a manner as to bring the mined out area in original topography shape. All work has to be carried out as per instruction of Mines Manager/EIC.
 - (ii)The backfilling of mined out area should be carried out as per direction of Mines Manager/EIC, and sequence of backfilling of soil, soft overburden & hard overburden should be preferably in same sequence as it is found in nature. The slope gradient of backfilled leveled area should be maintained as it earlier existed before mining or so as it should facilitate the rain water flow to nearby made pond. After backfilling a flat terrain should be developed.
 - (iii)The area handed over to Service Provider for backfilling / reclamation has to be reclaimed within the time limit given by Mines Manager/EIC. The rate of amount withheld against reclamation will be @ Rs.10/- per Ton of Bauxite dispatched in a particular Month. The said amount will be withheld from Service Providers RA bills in that particular month. Part completion of reclamation will be treated as unreclaimed. The withheld amount will be released only after complete reclamation

after completion of one year. The reclamation area will be surveyed by Mines surveyor & duly certified by Mines Manager/EIC.

e. CONSTRUCTION OF CHECK DAMS, GARLAND DRAIN:

The Service Provider has to construct & maintain the check dams and garland drain at a places and as per design given by Mines Manager/EIC, for preventing the rain water to take silt along with him to nearby nallah. In case Service Provider fails to construct & maintain the check dams/garland drain as per instruction of Mines Manager / EIC, then penalty at rate of Rs 10,000/- for each required check dam will be recovered from his payable amount.

f . CONSTRUCTION & MAINTENANCE OF APPROACH ROAD:

The approach road to mines, weighbridge, and necessary other road of mines area will be constructed and maintained by mining Service Provider. For this job the Service Provider has to supply at least 5 trips of murrum and 20 man-days for every contract quantity of 25000 tones. If the Service Provider fails to maintain the road to the satisfaction of Mines Manager/EIC and do not supply the above mentioned quantity of murrum and man-days, then penalty @ Rs.1,000/- per short trip of murrum supply and Rs 487/- per man-day of short supply will be recovered from Service Provider.

g. WATER SPRINKLING:

Water sprinkling for suppression of dust from transport road and at loading / unloading point has to be arranged by Service Provider. If any road is used by more than one Service Provider, then it will become joint responsibility of all such Service Provider. For not doing the water sprinkling to the satisfaction of Mines Manager/EIC, a penalty @ Rs.10,000/- will be recovered for every day of failure of water sprinkling. And any part completion of this job on any day will be treated as full day failure. Decision of Mines Manager/EIC for deciding the number of failure days will remain final.

h. WELFARE AMENITIES:

- (i) The Service Provider has to provide the rest shelter and drinking water at the rate as specified in the Mines Rules, 1955. Penalty @ Rs.50,000/- for every shortage of rest shelter and penalty @ Rs.500/- per short supply of 200 liters of drinking water per day will be recovered from Service Provider. The required quantity of rest shelter and drinking water provision will be decided on

the basis of scale prescribed in Mines Rules, 1955. The decision of Mines Manager/EIC will remain final for working out the short fall quantity or in determining the quality / standard of provisions.

- (ii) The Service Provider has to run and maintain the canteen and crèche as per provision of Mines Rules, 1955 and Mine Crèche Rules, 1966. The facilities to be provided at canteen and crèche will be as per prescribed statutory provisions. If the Service Provider fails to provide the provision as per instruction or to the satisfaction of Mines Manager/EIC, then penalty @ Rs.5/- per person per day for total numbers of employed person to whom Service Provider fails to provide canteen facilities will be recovered. Similarly for not providing the crèche facilities as per instruction of Mines Manager/EIC, the penalty @ Rs.5/- per lady worker per day will be recovered. The decision of Mines Manager/EIC in working out the penalty will remain final.

i. PROVISION OF PERSONAL PROTECTIVE EQUIPMENT:

The Service Provider has to provide the personal protective equipment to all his employed workers as given at enclosed Annexure-II. Penalty for violation regarding non-use of personal protective equipment specially Helmet/ Safety shoe will be recovered from Service Provider. The penalty rate will be Rs 100/- per case per day of each such violation case. The decision of Mines Manager/EIC in working out the penalty will remain final.

j. PENALTY PROVISION FOR NON DEPLOYMENT OF REQUIRED MINE MACHINERIES:

The Service Provider has to deploy the minimum number of mine machineries for his work as given in the Annexure-I. And if the Service Provider fails to deploy the mining machinery at given scale for his work, then penalty may be recovered by Mines Manager/EIC as given below.

(i) Deployment of Excavator:

One excavator for every 25000 MT of monthly awarded quantity or part thereof and one additional stand by:

Penalty @ Rs.2000/- per day per short number of Excavator.

(ii) Deployment of Dozer(180 to 250 HP):

One Dozer to be deployed at site:

Penalty of Rs.1000/- per day per short number of Dozer/loader.

(iii) Deployment of Dumper (25 to 35 tonner):

Two/Three dumpers for every one Excavator:

Penalty of Rs.4000/- per day per short supply of Dumper.

2. NON PERFORMING PENALTY CLAUSES:

a) QUALITY PENALTY

The bauxite produced by way of manual sorting should have Minimum Al_2O_3 Grade & Maximum SiO_2 **as specified by Mines Manager in Monthly production plan**. The test results of BALCO will be final. If contractor is able to achieve the overall desired cumulative grade in the month in such case no penalty will be imposed. The average fortnightly grade of Bauxite produced/supplied by Contractor should have min. alumina or maximum silica as given in monthly mine plan by Mines Manager prior to start of the month, and such given grade in monthly mine plan will be taken as approved grade.

The weighted average quality of Bauxite produced/stacked during fortnight shall be computed taking into consideration the quantity produced during each fortnight and its corresponding quality. For this purpose a fortnight shall be treated as from 1st – 15th and from 16th to the last day of each calendar month. In case the fortnightly weighted average quality of Bauxite is found to be inferior to the approved grade, penalty as mentioned herein shall be recovered from the bills of the contractor for the entire quantity of Bauxite dispatched /produced during that particular fortnight.

PENALTY PROVISION FOR BAUXITE PRODUCED BY MANUAL SYSTEM

A) Decrease in Alumina Content	Penalty Imposed to
Up to 1% less from approved grade given in monthly mine plan	1% of executed value
Up to 2% less from approved grade given in monthly mine plan	2% of executed value
Up to 3% less from approved grade given in monthly mine plan	3% of executed value
B) Increase in Silica Content	Penalty imposed to
The Silica content is in excess upto 0.35% from approved grade given in monthly mine plan	1% of executed value
The Silica content is in excess upto 0.65% from approved grade given in monthly mine plan	2% of executed value
The Silica content is in excess upto 1.0% from approved grade given in monthly mine plan	4% of executed value

In case the monthly average grade of supplied bauxite comes to reject grade (if the total Alumina content is less than 3.01 to 4.99% and total Silica content is more than 1.01% to 1.99% as per monthly mine plan given by Mines Manager) then only 70% payment of executed value will be payable to contractor, and if the alumina content is less than below 5% & or Silica content is above 2.0% as per monthly mine plan given by Mines Manager then no any payment will be released to contractor.

BALCO's test results will be final and binding.

b) QUANTITY PENALTY:

The contractor has to ensure a minimum 85% of monthly scheduled quantity as per schedule agreed & based on actual production /dispatch recorded at company's weighbridge at mines below which the

contractor will be liable for penalty @ 5% on the shortfall quantity subjected to three monthly review wherein if the contractor meets the total quantity in that particular three months then there will be not be any penalty applicable.

3. OBLIGATIONS OF SERVICE PROVIDER:

The Service Provider shall ensure/be responsible for following:

- 1) Production of Bauxite strictly in accordance with this Agreement.
- 2) The Service Provider is required to carry out mining operation strictly as per provisions of applicable regulation and order, circular issued under this, for safety of employed manpower, safety of deployed machineries and maintaining safe working conditions. MMR 1961. The mine working should be done in accordance with the provisions of MCDR, 1988. The Service Provider is required to take all steps as required for preventing the pollution, and Environment protection in his work as per provisions of all applicable Regulation & Rules w.r.t. Environment Protection.
- 3) The transport/HEMM vehicles engaged in mining are in perfect roadworthy condition and shall have at all times valid Registration Certificate, Certification of fitness. Insurance, Pollution Certificate, permits etc. as may be required for operating the vehicles for mining.
- 4) All excavations/mining operations are to be carried out as per provisions of Metalliferous Mines Regulations 1961. The Service Provider has to provide all modern safety appliances at his all equipment's, mines machineries as specified by DGMS time to time at his cost.
- 5) Its Employees while on the premises of Company or while carrying out their obligations under this Agreement, observes their conduct and work in accordance with Rules & Regulations as may be laid by Company or its authorized agents. Further, Machinery and vehicles engaged in the execution of the work under this Agreement shall be as per the Rules/Guidelines laid by Company from time to time.
- 6) There should be no loss to Company on account of theft, pilferage, adulteration or malpractice by the Service Provider and/or its agents or employees, during Mining of Bauxite.
- 7) Compliance with all applicable Central/State laws and rules, regulations made there under in respect of mining.
- 8) Service Provider shall be squarely responsible for the compliance of provisions of Explosive act 1884, Explosive Rules 2008, Ammonium Nitrate Rule 2012 and order made there under.
- 9) Compliance with all applicable Central/state laws and rules, regulations made there under in respect of mining.
- 10) Comprehensive Adequate Insurance cover has been obtained in respect of all its Equipment/Assets, & its Employees.
- 11) Indemnify the Company against any loss, injury or damage caused to Company, its property or employees due to any willful or unwillful acts/omission, negligence, theft/pilferage of Service Provider and/or its employees, agents, sub-Service Providers for any reasons whatsoever.
- 12) Not to hold the Company and/or its Officer(s) liable for death, injury or accident or any

compensation or penalty relating thereto, for any reasons, whatsoever, in respect of any of its Workmen/Employee.

- 13) To indemnify the Company for any loss or damage arising from the confiscation by government or local authorities of any Quantities of the Bauxite during Mining.
- 14) To immediately remove all its men, machinery & material upon termination of this agreement for any reasons whatsoever.
- 15) The Service Provider shall also provide to the satisfaction of Mines Manager/EIC/OIC sufficient and qualified staff for supervision and execution of the work e.g. blaster, Mining mate, and operating hands and mechanical/electrical maintenance personnel, including the specially work to be executed in such manner as will ensure expeditious work of the best quality. Whenever in the opinion of the mines Manager/EIC/OIC, additional statutory qualified supervisory staff is necessary, they shall be employed by the Service Provider without additional charges on account thereof. The Service Provider shall ensure to the satisfaction of the mines Manager/EIC that efficient supervision by competent persons shall be provided.
- 16) The Service Provider will discharge various liabilities relating to employees provident fund act, 1952 & employee's pension scheme 1995 in respect of the workers engaged/supplied by him as per the statue enforced. The PF/FP contribution of both the PF act /F.P scheme must reach office of mines Manager/EIC /OIC in form-XII of act by 20th day of the close of every month for period of previous month positively, failing which penalties as per PF act will be levied on the Service Provider. The payment is to be made through demand draft. The submission of "No Dues Certificates" from the competent authority is necessary for release of running of next month.
- 17) To discharge all statutory obligations in respect of workmen/employees employed by the Service Provider, including but not limited to, Payment of wages, benefits, provision for amenities, compensation in the event of accident and/or death.
- 18) Personal and exclusively supervision or employment of sufficient supervisory personnel exclusively to supervise the work of its Employees so as to ensure that the services rendered under the Agreement are carried out to the satisfaction of the Company.
- 19) Its employees do not do, or offer to be done in or about the premises of the company anything whereby any policy of insurance taken by the Company against loss or damage by fire or otherwise may become void or voidable.
- 20) The Service Provider is required to obtain Labour license under section 12 of the Labour (Regulation and abolition) act, 1970 read with rule-21 of the contract Labour (regulation and Abolition) Central rule 1971 and submit the same to mines Manager/EIC, Bodai Daldali Bauxite mine valid from date of the work period.
- 21) Its employees are vocationally trained, competent, physically and medically fit for the assignment and are also not suffering from any chronic or contagious disease. The Service Provider has to impart vocational training at his cost to his employees as per MVT Rule, and has to get periodically medically examined to of all his employees as per provision of Mines Rule 1955 at his own cost.
- 22) Arrange & provide PPE's (Personal Protective Equipments) as detailed in Annex-I. The Service Provider must maintain minimum stock of these items at his site store/office always. No separate consideration shall be payable for the same. In case payment of compensation under workmen's compensation Act'1923 and the rules made there under

becomes due to any person engaged by the Service Provider who sustained injury or the dependents, legal heirs of the person who lost his/her life, Company will have the right to recover the amount of compensation payable under the said act and the rules made there under for the payment to the injured to his/her dependents/legal heirs, in case of death.

- 23) Service Provider and /or its Employees shall not use the name of Company in any manner whatsoever for credit arrangements or otherwise.
- 24) Service Provider and or its Employees shall not do or cause to be done in or about the premises of the Company anything whatsoever which in the opinion of the Company may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the Company.
- 25) In case of transport of any material, the "Service Provider" will arrange to bring into use challans/lorry receipts that are exclusive for "Company" consignments only and with pre-printed serial number. The reverse of the lorry receipts shall be provided with the format of acknowledgement, for receipt of the consignment by consignee. This should include the signature and rubber stamp of the consignee, name & designation of the authorized person signing for consignee, receipt quantity, date of receipt, shortages etc.
- 26) Deploy sufficient resources, including but not limited to machinery, equipments, men, security arrangement etc. to discharge its obligations under this Agreement detailed in Annexure II.
- 27) Service Provider has to ensure submission of applicable service tax to concerned govt. agency on Quarterly basis and if they fails to do so, payments will not be released.

4. EQUIPMENT AND RESOURCE REQUIREMENT:

Minimum availability on any day in working condition

S.NO	Equipment /Vehicle	Nos.	Date of availability
1			
2	Excavator		
3	Rock Breaker	1	
4	Drill machines with adequate capacity compressors for drilling 115 mm hole	2	
5	Water Sprinklers	1	
6	Dozer	1	
7	Tipper / dumpers 25 / 35 MT capacity		
8			
9	DG set for lighting purpose for camp (site)	1	
10	Maintenance Van	1	
11	Pick-up van for staff	1	
12	Diesel dispensing unit	1	
13	Light vehicle	1	

5. Safety PPE and Appliances:-

SI No	Name of Safety Appliance	MAKE	UOM	Numbers	Frequency
1	Safety Helmets(Yellow)	Udyogi/Concord/Karam	Nos	1	Year
2	Safety Shoes/ Gumboot (DGMS approved)	DGMS approved	Pair	2	Year
3	Goggles(Plain Glass)	Lesisco,Udyogi	Nos	2	Year
4	Dust Mask(Disposable)	3M	Nos	48	Year
5	Ear Plugs(washable)	3M	Pair	3	Year
6	Working Hand gloves with leather Palm	Malcom/Udyogi	Pair	12	Year
7	Fluorescent Jackets	ISI mark	Nos	2	Year
8	HEMM –Audio Visual Alarm	DGMS approved	Nos	1	Till its worthiness
9	AFDDS in HEMM (Automatic Fire detection and suppression System)	DGMS approved	Nos	1	Till its worthiness
10	ND test in all HEMM	As per DGMS Provisions	-		3-Year
11	Leg Guards	Cotton type-ISI Marks	Pair	12	

6. CONTRACTOR PERFORMANCE SCORE CARD

S No	Points	Criteria for evaluation & Marking structure	Score
1	SAFETY & Environment		210
a	Distribution of PPE's	Full mark if as per contract or else on pro-rata basis. Safety shoe(9), Helmet (6), Nose mask (1), ear plug (1), hand gloves (1), goggle (1), leg guard (1)	20
b	To ensure the compliance of PPE's	Pro-rata basis as per Inspection made by Manager/Safety officer. Field inspection and giving marks wrt to above weightage.	25
c	Accident (Reportable, Serious, Fatal)	Full mark for zero accident / injury, or else 0 (self explanatory)	10
d	Near Miss reporting	Full mark for reporting greater than equal to 5 cases or else 0 (self explanatory)	5
e	Distribution of necessary tools & tackles	As per issuance register on basis of requirement	15
f	Adoption of safe code of practice & traffic rules at site and safe practice while using HEMM	Pro-rata basis as per Inspection made by Manager/Safety officer. 5 marks each for Excavator, dumper, drill, traffic rule & drilling blasting.	25
g	Adoption of safe code of practice, Handling and storing of explosive, ammonium Nitrate.	Pro-rata basis as per Inspection made by Manager/Safety officer/Blasting Officer. Adoption of safe code of practice (10), Handling and storing of explosive (5), ammonium Nitrate (5).	25
h	Compliances of safe practices, provisions & maintenance of roads benches, under head standard of working as per statutes & contract terms and conditions.	Pro-rata basis as per Inspection made by Manager/Safety officer. (15 marks for bench height, width & slope @ 5 marks each + 10 marks for Road condition & road width @ 5 marks each)	25
i	Construction and maintenance of Approach Roads	Need basis. Pro-rata basis as per Inspection made by Manager/Safety officer (Construction (10) & maintenance (5))	15
j	Rain Water Harvesting	Full mark if 100% compliance or else on pro rata basis as per Inspection made by Manager/Safety officer (Development of Ponds(10) and camp area (5))	15
k	Water Sprinkling	Need basis. Pro-rata basis as per Inspection made by Manager/Safety officer. (self explanatory)	15
l	Wet Drilling	Need basis. Pro-rata basis as per Inspection made by Manager/Safety officer. (self explanatory)	15
2	Welfare		75
a	To provide drinking water in the pits	Full mark if 100% compliance or else on pro-rata basis on number of days supplied. Qty (5), No of supply days (15), Hygienic (5)	25

b	Rest Shelter	Full mark if 100% compliance or else on pro rata basis. (According to the no of faces & days of facilities provided)	20
c	To provide Canteen facility as per Mines Rule 1955.	Full mark if 100% compliance or else on pro-rata basis. (no of days facilities provided in a month)	15
d	Toilet, Urinals and Washing Facilities	Full mark if 100% compliance or else on pro rata basis. (According to the no of faces & days of facilities provided)	15
3	Machinery Deployment and Efficiency		115
a	Deployment of Excavator	Full mark if as per contract or else on pro-rata basis.Availability > = 85%,utilization>=85% (subject to minimum 50% availability, below 50%, zero marks to be given)	20
b	Deployment of Dumper	Full mark if as per contract or else on pro-rata basis.Availability > = 85%,utilization>=85% (subject to minimum 50% availability, below 50%, zero marks to be given)	20
c	Deployment of Dozer/ Loader	Full mark if as per contract or else on pro-rata basis.Availability > = 85%,utilization>=85% (subject to minimum 50% availability, below 50%, zero marks to be given)	20
d	Drilling Machine	Full mark if as per contract or else on pro-rata basis.Availability > = 85%,utilization>=85% (subject to minimum 50% availability, below 50%, zero marks to be given)	20
f	Deployment of Water Tanker for water Sprinkling	Full mark if as per need basis or else on pro-rata basis as per certification of respective Site Incharge (subject to minimum 50% availability, below 50%, zero marks to be given)	10
g	Dewatering / Drainage arrangements from the pits.	Full mark as per certification of respective Site Incharge or else 0 (need based, mostly during rainy season or prior to it)	10
e	Deployment of Rock breaker	Full mark if as per contract or else on pro-rata basis.Availability > = 85%,utilization>=85% (subject to minimum 50% availability, below 50%, zero marks to be given)	15
4	Legal		105
a	Timely Fortnightly Payment	Full mark if 100% compliance on time or else 0	25
b	Timely deposition of PF and Pension	Full mark if 100% compliance on time or else 0	25
c	Legal documents, returns, displays & forms of all applicable laws.	Full mark if 100% compliance or else 0	25
d	PME/VT as per Mines Rule/VT rule respectively	Full mark if 100% compliance or else on pro rata basis (PME & VT records by VT officer/Mines Manager)	10
e	Providing statutory Manpower	Full mark if 100% compliance or else on pro rata basis (to be decided by Mines Manager as pr the monthly production plan given)	10

f	Average number of mining labour per month	Full mark if 100% compliance or else on pro rata basis. (Actual no of labour engaged divided by required no of labour engaged)	10
5	Quality and Quantity of Dispatch		125
a	Adherence to dispatch monthly schedule	Full marks if target is achieved or else on Pro-rata basis. (According to monthly target given to the contractor)	20
b	Availability of blasted material stock of atleast 7 days despatch material.	Full marks if target is achieved or else on Pro-rata basis. (Self explanatory)	15
c	Adherence to Quality Standards	Full marks if target is achieved or else on Pro-rata basis. (Actual quality achieved:- 20 for Alumina & 15 for Silica)	35
d	Adherence to monthly OB targets.	Full marks or else on pro rata basis, subject to minimum 70 % target is achieved. Below 70% it is 0.	15
e	Adherence to monthly reclamation targets.	Full marks or else on pro rata basis, subject to minimum 70 % target is achieved. Below 70% it is 0.	15
f	Submission of daily report	As per audit scores (Pro-rata basis).	25
6	Reclamation and Afforestation		100
a	Stacking of Sub grade as per monthly schedule	Full marks if 100% achieved or else on Pro-rata basis. (Self explanatory)	25
b	Side by side back filling	Full marks if target is achieved or else on Pro-rata basis. (Self explanatory)	25
c	Top Soil Spreading	Full marks if target is achieved or else on Pro-rata basis. (Self explanatory)	25
d	Plantation	Full marks if target is achieved or else on Pro-rata basis. (Self explanatory)	25
7	Liasoning and labour Management		120
a	License & Permits for Mining operation (labour license, Insurance, M/c fitness)	Full marks if target is achieved or else on Pro-rata basis. (Self explanatory)	15
b	Industrial Peace	Full marks if the business is not affected or if no of days affected =1 & >3 he will get 50% marks or else 0 (Self explanatory)	25
c	Ability to manage workforce in critical situation.	On basis of Head Mines Judgement (Self explanatory)	25
d	Handling Grievance of the labours.	On basis of Head Mines Judgement. (Self explanatory)	25
e	Coordinate with state gov authorities & Opinion makers.	On basis of Head Mines Judgement. (Self explanatory)	20
e	Monthly meetings with the employee representatives.	Full score if meeting >=1 meeting /month with employee representatives Or else 0. (Self explanatory)	10

		Total	850
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PAYMENT-TERMS

1. All bills must be submitted fortnightly and 90% payment against these bills shall be released within seven days of submission. Balance 10% payment will be released after Quality Verification and deductions in terms of this contract, Liquidated damages and applicable taxes, but within 20 days of submission of bill along with all required document fulfilling all Statutory, HR & Safety related compliance for mining activities.
2. The contractor shall submit the bills for payment by 5th and 20th of each month respect of the work by the contractor done during the previous month. The contractor shall get the invoice duly certified by Balco in-charge and head of the concerned department about satisfactory completion of the work. Total monthly bill amount should not exceed monthly amount as per contract. Contractor shall also submit NOC from Balco's HR dept. Along with each invoice. Payment will be made within 15 days from the date of bill submission.
3. Balco shall without any prejudice to other rights be at liberty to deduct from the service charges any amount/damages due by contractor to Balco. The payment of service charges or any other fees, charges or dues shall be subject to deduction of taxes / levies as applicable including income tax deduction at source.
4. All tax, charges and levies whether under central or state government, present or future shall be charged to the contractor, except service tax and education cess, which will be paid extra as applicable against documentary evidence. Contractor shall be fully and exclusively liable for all the other taxes viz. Sales tax, duties, octroi and any other statutory taxes, levies etc., now in force and hereafter increased, imposed or modified in respect of works and materials by central and state government authorities. Contract price should include taxes & duties applicable on consumables.
5. If the mining, sorting and breaking in to sizes and stacking or quality of bauxite is not in conformity with terms of this contract, shall not amount to delivery within the agreed time and company shall be at liberty to dispose of the such bauxite in such manner as it deems fit without prejudice to its other rights under this agreement and/or law.
6. Wage Liability Component of Bonus, Leave encashment and Retrenchment Benefit shall be kept hold and it will be reimbursed on actual disbursement basis duly approved by Mines HR.

SCHEDULE I : STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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

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

1.5. Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

1.6. Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

2. SCOPE OF CONTRACT

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

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

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

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

3. SERVICES

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

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

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

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

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

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

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

3.4. The Company shall be entitled to request the Service Provider to replace any of its personnel providing the Services, where in the Company's reasonable opinion such person is incapable and or unsuitable for performing the Services required by this Agreement. The Service Provider shall promptly replace such person at no additional cost to the Company.

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

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

4. FEES

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

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

5. SERVICE PROVIDER'S GENERAL OBLIGATIONS

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

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

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

5.4. The Service Provider shall ensure that it has in place and maintains in place for the duration of this Agreement sufficient insurance to comply with all applicable laws and to cover its potential liabilities under this Agreement and shall provide evidence of such insurances to the Company on request. The Service Provider undertakes that such insurances shall contain waivers of any rights of recourse including, in particular, subrogation rights against the Company arising out of or in connection with the performance of this Contract to the extent of liabilities assumed by the Service Provider hereunder;

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

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

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

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

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

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

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

INTELLECTUAL PROPOERTY RIGHTS-

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

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

6. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY

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

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

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

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

7. VARIATIONS

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

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

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

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

8. PAYMENT

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

(a) be in duplicate;

(b) bear the Contract Number stated on the cover sheet to the Agreement;

(c) state the name, e-mail address, mobile telephone number of the Company's Representative; and

(d) be accompanied by supporting evidence and itemised in accordance with the Company's requirements.

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

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

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

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

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

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

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

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

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

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

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

9. TAXES

9.1. Definitions

For the purposes of this Clause 9 (Taxation):

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

9.2. Person Responsible for payment of Taxes

9.2.1. General

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

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

9.2.2. Exception to General:

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

9.2.3. Reimbursement of Taxes to the Service Provider

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

9.2.4. Pricing

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

9.3. Withholding taxes and Withholding certificates

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

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

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

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

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

9.4.3. The Company, with respect to the tax withheld from the Service Provider in accordance with Clause 9.3 (Withholding Tax and Withholding Tax Certificates), shall

be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

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

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

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

9.6. Indemnity

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

9.7. Changes in Law

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

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

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

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

9.8. GST Compliances by Service Provider

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

- (a) whether Service Provider should charge IGST or CGST-plus-SGST;
- (b) GST registration number of the Company;
- (c) whether the Service Provider should be responsible to generate the E-Way Bill;
- (d) the format of invoices/credit and debit notes/advance receipt vouchers;
- (e) the requirement for maintenance of a 'GST compliance rating score' above a specified threshold; etc. and
- (f) the relevant timelines for such compliances based on the applicable GST laws.

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

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

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

9.9. Payment of royalty on minerals-

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

10. TERMINATION

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

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

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

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

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

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

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

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

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

11. CONFIDENTIALITY

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

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

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

12. NOTICES

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

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

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

13. GENERAL LEGAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

14. FORCE MAJEURE

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

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

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

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

15. BUSINESS ETHICS

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

16. GOVERNING LAW AND DISPUTE RESOLUTION

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

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

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

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

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

OTHER TERMS & CONDITIONS1

17. STATUTORY COMPLIANCES & CLEARANCES

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

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

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

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

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

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

18. SUSPENSION

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

19.RELATIONSHIP BETWEEN THE SERVICE PROVIDER AND THE COMPANY

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

20. SERVICE PROVIDER'S OBLIGATIONS/LIABILITIES

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

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

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

21. SERVICE PROVIDERS'S WARRANTIES & REPRESENTATIONS

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

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

22. PENALTY FOR VIOLATION OF SAFETY MEASURES:

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

Rs 500/- First time

Rs 1000/- Second time onwards

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

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

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

23. DISCIPLINE AT WORK AREA:

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

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

24. EMERGENCY:

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

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

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

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

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

26. DAMAGE TO COMPANY'S PROPERTY:

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

27. VEDANTA SUSTAINABILITY CLAUSES

27.1 HEALTH, SAFETY AND ENVIRONMENT (HSE) SYSTEMS

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

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

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

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

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

27.2 HAZARD AND RISK ASSESSMENT

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

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

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

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

27.3 AWARENESS, COMPETENCY AND BEHAVIOR

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

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

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

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

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

27.4 CHANGE MANAGEMENT

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

27.5 INCIDENT REPORTING

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

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

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

27.6 SAFETY INTERACTION

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

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

27.7 EMERGENCY DRILLS

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

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

27.8 CARDINAL RULE*

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

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

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

"Always follow isolation and lock out procedure

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

"Report all injuries and illness

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

"Always follow SOP while working."

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

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

"Always drive within speed of 30 KMPH."

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

"Don't smoke in plant premises."

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

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

"Never sleep while on duty."

27.9 PERSONAL PROTECTIVE EQUIPMENT

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

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

27.10 EQUIPMENT,TOOLS,TACKLES AND RESOURCES

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

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

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

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

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

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

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

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

27.11 MATERIAL SAFETY DATA SHEETS

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

27.12 WORK PERMITS

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

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

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

27.13 HEALTH AND FITNESS

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

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

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

27.14 DISEASE

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

27.15 HYGIENE AND HOUSEKEEPING

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

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

27.16 ENVIRONMENT PROTECTION

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

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

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

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

27.17 SMOKING

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

27.18 SERVICE PROVIDER ACCOMODATION

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

Provision of first aid, medical facilities and proper ventilation.

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

Include other safety checks to prevent fire.

27.19 CLEARANCE OF SITE

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

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

27.20 REMOVAL OF UNSAFE WORKERS

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

27.21 SUBCONTRACTING

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

27.22 MONITORING

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

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

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

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

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

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

27.23 SERVICE PROVIDER QUERIES

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

28.ENERGY MANAGEMENT SYSTEM

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