

**TENDER DOCUMENT ARC FOR ELECTRICAL & AC MAINTENANCE  
FOR BALCO TOWNSHIP**

**TENDER NO: BALCO/COM/ELEC & AC MAINTENENCE**

**SEND YOUR OFFER WITHIN 7 DAYS THROUGH E-MAIL**

To,

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

Commercial Office  
Admin Building, 1<sup>st</sup> Floor  
BALCO NAGAR  
**KORBA – 495684**  
Chhattisgarh State  
India  
[Naresh.kumar@vedanta.co.in](mailto:Naresh.kumar@vedanta.co.in)

**INDEX**

Attached herewith is our Tender Document for ARC for Electrical & AC Maintenance for Balco Township

- 1. Instruction to the Bidder.**
- 2. Offer letter.**
- 3. Scope of Work.**
- 4. Contract Period.**

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

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

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

**For Clarifications:**

**Commercial:** Mr. Naresh Kumar, Mob. No: 9981443352

**Technical:** Mr. K L Pandey - Mob. No: 9755000856

**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.

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

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

Head Commercial  
Bharat Aluminum Company Ltd.  
Commercial Office

Admin Building  
BALCO NAGAR  
Korba – 495684

Offer reference N.: /.....dt. **2017:**

Sir,

1. We hereby undertake to perform the scope of work as defined in the condition of Bharat Aluminum Co. Ltd., Tender Ref no:....., dated.....2017 at the prices and within the period stated in the attached schedules & in conformity with all the conditions is included therein.
2. This offer is valid for a minimum period of 90 days.
3. We agree that any Contract placed as result of this offer will be in accordance with the terms & conditions in the said offer. We declare that any other terms or conditions of the contract or any general reservations which may be printed on any correspondence of documents emanating from us in connection with tender shall not form part of any resulting contract unless specifically agreed to by BALCO and included in this contract.
4. We also enclose herewith the following documents:
  - A. Schedule of compliance with
    1. Acceptance of contract conditions.
    2. Schedule of prices (Price Formats to be completed)
    3. The offer should contain all the details like Service Tax Reg. No. etc.
  - B. Documents required by BALCO as mentioned in “**Instructions to Bidders**”.

M/s (Name and Address of the Company)

Signature of the authorized Signatories

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

M/s Bharat Aluminum co. Ltd. is one of the biggest aluminum producers in India and located at Korba in the State of Chhattisgarh. In keeping above Balco township build in about 650 acres of land. 33/11 kv, 11 kv substation for distribution of electrical power supply about 12 km 11 kv transmission line and about 40 km distribution line for LT power line maintained. 33/11 MVA Substation:- Substation is having 2 Nos. 3 MVA 33/11 KV transformers; one 33/11 KV 5 MVA transformer; associated switch gears, with other HT equipment like CT, CVT, LA, and Isolators. Also having 33 KV double bus systems for giving power to township along with the HT and LT panels associated with it.

#### 1. Nature of Contract

a. Efficient operation of the contract it is necessary that Contractor as well as BALCO interact with each other for all related matters on a single window system. The proposed contract shall be executed with declaration of single responsible person from Contractor as well as BALCO. Contractor should be issue a uniform (as approved by engineer Incharge) to each contract employees before start of the contract and have 'A' class Electrical license.

# b. Reports and Review Working agency and BALCO will jointly review the progress and will discuss the problems being faced in proper execution of the contract every month.

# c. CONTRACT AGENCY will take over the works from the date of expiry of existing contract.

# d. Manpower Apart from the existing manpower (i.e. 31 Nos and 1 Supervisor) if required further will be directly recruited by the Contractor. BALCO will have right to assess competency of the persons. All appointments will be with approval of BALCO.

# e. Safety Contractor manpower/staff will follow all safety rules and regulations while working at site; however. BALCO to facilitate contractor to ensure safe environment to work. For ensuring the safe working the contract agency will recruit an experienced person having at least 5-6 years' experience in Safety.

# f. 24X7 Contract - The nature of contract will be responsibility and deliverables based job contract and will cover round the clock time. Appropriate arrangement shall be made to cover holidays and weekly off. Contract Agency will work in general shifts for maintenance of equipment's and Shifts for breakdown maintenance. The contract agency must have mode of transport (two wheeler 02 no's for township & another for Substation.)vehicle round the clock to meet the contingencies.

# g. Job Supervision - On the job supervision responsibility will be with Contract agency. BALCO will extend guidance and auditing supervision to the jobs. Engineer in Charge/Contract Administrator of BALCO shall certify all the work done by the contract agency. Contract Agency will work independently without constant supervision from Balco and provide all technical details and progress of jobs on day-to-day basis to Engineer In-charge of the township.

Technical Scope of work:

The scope of work is divided in six parts and tentative quantity (Attached sheet) as defined hereunder:

**1. Regular Maintenance of Street light of inside township.**

Maintenance/Replacement of street light fittings comprising sodium vapour lamp/MV lamp/MH lamp /fluorescent tube light fittings of any wattage including removing, repairing, refixing etc. of all connected accessories such as choke, capacitor, holder transparent cover, wire mesh, igniter, connector etc. (All materials will be supplied by Balco.)# Digging of cable trench for removing of old cable/laying of new cable 1100 volts grade of 2/3/31/2 core up to 240 sq.mm in all kinds of soil upto 1 meter depth and 0.75 meter wide by spreading of sand & bricks and refilling of trench etc. including transportation of cable and old cable will be returned in township stores.#

Transportation & Laying of 1100 volts 2/3/31/2 core cable upto 240 sq.mm in above trench, partly in pipe, partly in air as required. (Cable will be supplied by Balco.)# 1100 Volt Cable jointing through jointing kit and its termination of 2/3/31/2 core upto all sizes cable :- (Termination materials like lugs, jointing kits, tape etc will be supplied by Balco.)# Replacing of damaged aluminium /ACSR conductor by new one & stringing of existing conductor with proper connections and winding. (Aluminium conductor will be supplied by Balco.)# Transportation of Street light poles, 8/9 metre height PCC pole/Tubular pole and its erection after excavation of earth pit upto 1/6th height of the pole. Concreting the pole with M:75(1:2:4) including material (Pole will be supplied by Balco.)# Muffing of street light pole, concreting of the pole with M:75(1:3:6) including material as per EIC.# Trimming of trees/plants under lines and same to be shifted at garbage place as directed by engineer in charge.# Replacing /providing/stringing of 6/8/14/16 swg G.I wire for earthing/guarding/lessing with proper connections and winding. (G.I wire will be supplied by Balco.)# Replacing of HRC fuse upto 630 amps in the existing main switch of the panel/ Rewiring of HRC fuse / Timer setting. (Materials will be supplied by Balco.)# Replacement/repairing of main switch upto 630 amps in the existing panel/HG fuse providing jumpering in LT/HT pole./ Timer fixing / Materials will be supplied by Balco free of cost.)#

2. Regular Maintenance of HT/LT Line, Panel & Transformers# # Digging of cable trench for removing of old cable/laying of new cable 1100 volts grade of 2/3/31/2 core upto 240 sq.mm in all kinds of soil upto 1 meter depth and 0.75 meter wide by spreading of sand & bricks and refilling of trench etc. including transportation of cable and old cable will be returned in township stores.# Transportation & Laying of 1100 volts 2/3/31/2 core cable upto 240 sq.mm in above trench, partly in pipe, partly in air as required. (Cable will be supplied by Balco.)# End termination through joint by pieces of PVC cable of 1100 volts grade 2/3/31/2 core upto all sizes :-

(Termination materials like lugs, jointing kits, tape etc will be supplied by Balco.)# Replacing of damaged all aluminum /ACSR conductor by new one & stringing of existing conductor with proper connections and winding. (Aluminum conductor will be supplied by Balco.)# Replacing /providing/stringing of 6/8/14/16 SWG G.I wire for earthing/guarding/lessing with proper connections and winding. (G.I wire will be supplied by Balco.)# Replacing of HRC fuse upto 630 amps in the existing main switch

of the panel/ Rewiring of HRC fuse / Timer setting.(Materials will be supplied by Balco.)# Replacement/repairing of main switch up to 630 amps in the existing panel/HG fuse & Lightning arrestor in LT/HT pole/ providing jumpering in LT/HT pole./ Timer fixing / Geyser ,Cooler rectn.& fixing/ rectn. of voltage fluctuation & leakage current.# (Materials will be supplied by Balco.)# Transportation of transformer up to 5000 KVA & Panel from Plant to township store/substation OR from store/substation to Plant.# Top up of transformer oil in different rating of transformer located in various places of Balco Township/ Topping of diesel in generator. (Transformer oil /diesel will be supplied by Balco. )# Replacing of DO fuse/replacing of insulators for HT/LT line with proper connections & winding as required. Fixing of batten in HT/LT line (Materials will be supplied by Balco.)# Trimming of trees/plants under HT/LT lines and same to be shifted at garbage place as directed by engineer in charge.# Concreting of PCC/LT & HT pole/stay set with M : 75 (1:3:6) including supply of sand, ballast and cement.# Maintenance of Breaker / Transformer complete in all respects as per direction of Engineer In Charge.# Supply and installation of pipe electrode type earth station using medium gauge GI pipe electrode of size 50 mm and 2.75 meter long including earth pit chamber, G.I hardware, RCC chamber cover, water funnel etc as per IS 3043.# Supply,fabrication, installation of MS angle, MS plate, MS channel, MS nut bolts, MS clamp etc as per site for HT / LT installation / street light.# Patrolling HT line and finding the defective disc/pin insulators of HG fuse, AB switch of HT line ( 33 KV & 11 KV ) including replacement of the same.# Replacement/ Repairing of AB switch/ three phase motor starter as per site condition and direction of engineer in charge.# Removing of grass bushes from existing substation area and same to be shifted at garbage place as directed by engineer in charge.# Removal of unauthorized tapping. # Emergency duty for inspection of light,panel, emergency breakdown for VIP / ceremonial places / stores / plant.# Providing service connection and its disconnection for temporary power supply for public/ceremonial functions in Entire Township.(Required material will be issued such as service wire,main switch with board and plug point from township store free of cost and after completion of function dismantled materials are to be deposited back in township store.)# Fixing and removing of flood light fitting upto 500 watt,MV lamp fitting upto 1000 watt & tubelight fittings including its connection with wire.( All materials will be supplied by balco and deposited back in township store after its necessity.)

3. Repair/replacement of Internal Electrical Installations of Residential Qrs. And replacement of ceiling / exhaust fans.## Replacing/repairing of 5 amps single pole/ double pole switch/5 amps socket/bell switch/ 5 amps top.# Replacing/repairing of 15 amps switch/socket/top/MCB# Replacing/repairing of wooden boards of size 4"X 4" to 8"X 6"# Replacing/repairing of wooden boards of size 8"X 10" to 12"X 20"# Replacing/repairing of wooden battens/PVC casing capping/PVC pipe of any size as req.# Replacing/repairing of wiring with twin/single core(2 nos) PVC aluminum wire on wooden batten/PVC pipe,14/16 SWG GI wire upto 8 sq.mm.# Replacing/repairing of water tight fittings/bracket fitting /bulkhead fittings/brass batten holder/brass angle holder/porcelain holder etc.# Replacing of fuse/unserviceable fluorescent tuberosds/ Bulbs up to 100 watts/Starters 40 watt/Ceiling rose.# Replacing/rectification of fluorescent tubelight fixtures/ choke 20/40 watts with disconnection/reconnection, earthing etc. as required.# Replacing/repairing of distribution board 2/4/6/8 way of



current rating 16/32/63 amps.# Replacing/repairing of metal clad/MS/MCB main switch 16/32 amps with disconnection, reconnection and earthing etc.# Installation/ replacing/repairing of energy meters single phase/ three phase of range 10 to 40 amps including, connections,disconnections etc.# Replacing of bell/buzzer etc.# Replacing/ repairing of cutouts 16/32/63 amps.# Replacing/repairing of service wire upto 10 sq.mm from pole to main board with disconnection reconnection and earthing etc. including repairing of wall surface.# Attending & rectification of NO SUPPLY/FUSE OF CALL./ Rectification of Leakage Current/Voltage fluctuation.# Repairing/replacement of Geyser coil/Geyser thermostate / cooking range/ heater coil.# Removal of installed ceiling fans from residential quarters /public buildings and shifting of fans upto township store. Same to be opened in workshop and refixing the fans after complete overhauling.# Long, Short & medium electrical wiring work (All wiring materials will be supplied by the Balco)# Overhauling& winding of Ceiling Fans in all respect with man & material as required# # 4. Provision of vehicle (Pick - up Van / Hydra Crane.)# Provision of Pick-up Van for shifting the Man /Materials for emergency / on call basis.# Provision of Hydra Crane for shifting the Man / Materials for emergency / on call basis.

# 5. Operation & Maintenance of 33/11 KV, 11 MVA, Sub Station# Operation & maintenance of 33/11 KV, 11 MVA, Main Substation of Balco Township.#

6. Meter Reading of Residential Qr.Shops etc# Energy Meter reading / recording of energy consumption of residential /public buildings every month.#

7. As per requirement HT cable 33 KV / 11 KV / 6.6 kv jointer should be arranged (Jointing kit will be provided by the Balco free of cost)# # (Material & spare parts for overhauling/replacement will be provided by BALCO however all the consumables like cleaning agents, cleaning cloths, painting brushes etc will be in the scope of contractor)# All maintenance activities of electrical equipment's/ systems. Maintenance activities of switchyards include Planning co-ordination and execution -# a. Daily Condition monitoring of the electrical equipment's# b. Condition based and Predictive maintenance# c. Preventive maintenance.

# d. Breakdown maintenance.# e. Failure analysis for major breakdown.# f. Contract agency has to provide all necessary manpower support for execution of all the activities.# Contract Agency has to arrange experts for overhauling of Transformer &circuit breakers etc. once in a year or as and when required. Arrangement of tools, lifting machine etc. for replacement of any of the switch gears in any of the switch yard due to any reason will be in the scope of contractor.# (Material & spare parts for overhauling/replacement will be provided by BALCO however all the consumables like cleaning agents, cleaning cloths, painting brushes etc will be in the scope of contractor)# h. Contract agency has to provide all necessary manpower support for execution of all the activities.# i. Any specialized services not mentioned but required to meet the deliverables, Contract Agency shall arrange the same at no extra cost.# j. Maintenance/replacement/changing of all end terminations/straight through joints of all HT/LT (33,11,0.415 KV cable) cables within battery limit and associated control panel etc will be in scope of contract (Spares such as end termination/straight through jointing kit will be provided by BALCO)# k. Housekeeping of switchyards, control rooms, vegetation cutting. Contract Agency# must ensure complete devegetation inside of switchyard & two meter periphery of# Switchyard, Cutting of trees / bushes under and surrounding of Transmission tower# l. DC Battery supply system (Battery & chargers

etc) of equipment's of all the installations.# m.Maintenance of All Control & Protection panels installed in control rooms, in the field related to Transformers, feeders etc.# n. Switchyard equipment's and fencing once in 18 months, writing job if any (Only Paints will be provided by BALCO).# o. Weekly/daily/as per requirement Inspection of 11 kv Transmission line.# p. Contractor to manage visit of Electrical inspector once in a year for annual inspection of electrical installations of Township.# PM schedule for maintenance of equipment's to be decided in mutual agreement for the equipment's under the scope; however same can be changed as per the plant condition/ requirement.# All shutdown jobs except for specific jobs put under exclusions are part of the scope.# CONTRACT AGENCY will make all out efforts to achieve committed deliverable.# Any Replacement of equipment's/ Addition/Enhancement of equipment's within battery limits shall be maintained by CONTRACT AGENCY# # 1 Spares & Consumables# a. The supply of any spares is not the part of the contract. However CONTRACT AGENCY will assist engineer-in-charge for inspection of materials received in the store with respect to technical specification mentioned in PO. All the consumable such as cleaning cloth, cleaning agent shall be in scope of the CONTRACT AGENCY.# b. Spares & consumable planning: CONTRACT AGENCY will check for the availability of spares and consumables for the PM falling due in the coming week and intimate engineer-in-charge accordingly to decide upon the actions. CONTRACT AGENCY will specify the minimum spare requirement on Weekly, Quarterly, and Half yearly basis along with insurance spares. BALCO to furnish list of spares inventory at the start of contract.# c. Contract Agency must have welding & cutting sets.# # 2 Material handling# a. Handling of Spares from store to site & returning of old/scrap items to store from Site will be in the scope of contract.# b. Shifting/Replacement of all equipment falling in scope in battery limit except Heavy equipment like Transformers will be in the scope of contract agency. Arrangement of all kinds of vehicles like truck, hydra and JCB etc. for executing the job will be in the scope of contractor.# c. Issue, handling & transportation of requisite materials for replacement of existing# equipment's from the stores to the site and back to Stores, handling &Transportation of equipment to be sent for repairing to the stores, lifting of Equipment's for installation, Lifting- handling, transporting equipment's such as Fork lift, Hydra, Trolleys, chain pulley blocks, Cranes will be in the scope of Contract Agency.

### 3 Documentation & Reporting:

a. Check List: CONTRACT AGENCY will prepare Check List based on PM activities and will fill and maintain checklist for all PM activities taken up.# b. History Book/ Card: CONTRACT AGENCY will keep & update History Book/card for all equipment's.# c. Prepare Work Procedure: CONTRACT AGENCY will prepare the work procedure with the help of BALCO for every type of jobs being taken up at site.# d. Reports: CONTRACT AGENCY will submit following reports:# Weekly & daily planning sheet# Daily final planning allotted with manpower.# Daily log on maintenance activities status & findings.# Failure report which includes failure mechanism analysis & remedies within 48 Hrs #

### 4 Man- Power Requirements:

CONTRACT AGENCY shall maintain adequate manpower (Minimum 31 Manpower and 01 Supervisor) all the time so that township power availability is not affected. Following is the organization table of tentative manpower strength to be deployed at site based on

experience. However the exact deployment as under# # A Shift:6# B Shift: 6# C Shift: 4# General Shift:15#

a. CONTRACT AGENCY shall submit the proposed organogram before site mobilization for BALCO approval with clear responsibility.# b. Contract Agency has to keep mix of technicians in such a way that jobs Mechanical in nature are not affected. In case such person is not available, contract agency has to execute the work by arranging such manpower.# c. All the above personnel shall be abiding by health and safety regulations of BALCO. Rigger / scaffolder will be authorized by station manager after satisfying the criteria as per health and safety management handbook.# d. Persons must have technical qualities with reasonable competency in the area, timely response to breakdown, analytical & diagnostic skills and capability to bring the equipment back into service in minimum time with cost efficiency.# e.

Training# Based on requirements for enhancement of skill of employees a yearly schedule of training will be prepared with consultation of area in charges of Balco & followed accordingly.# # 5 Tools & Tackles# a. Tools & tackles: Providing all the tools and tackles is part of the scope. It is envisaged that all technicians- asst. technicians will be divided in teams, which will carry out works independently. BALCO to carry out a monthly Audit to check the quality of Tools. All the hand tools must be of Taparia/reputed make of electrical grade.# b. All kind of ladders required for maintenance of equipment's area wise will be the scope of contractor. No a luminum ladders will be allowed in switch yard. Agency has to arrange Ladders made of fiber.# # 6 BALCOs Scope# a. Office place: Appropriate office space will be provided to the CONTRACT AGENCY with storage space.# b. Canteen facility of BALCO to be extended to CONTRACT AGENCY personnel on chargeable basis as per the BALCO rules.# c. Necessary drawings and manuals (90% of the documents) shall be provided for reference on returnable basis. Remaining 10% shall be prepared by CONTRACT AGENCY with the help of BALCO.# e. Issue of required safety/work permits to work on equipment will be to BALCO scope.# f. Necessary gate pass for engineers and other staff shall be arranged by BALCO.# g. Water & electricity for the jobs undertaken at site.# # 7. Penalty Clause:-# Maximum up to o 10 % of the monthly Contract Value mentioned in the deliverable table against the deliverables if either of the deliverables is not met.

#### 8. OTHER TERMS AND CONDITIONS:

Communication- Contractor Site In charge /Area in Charge and Shift in Charge have to be available on mobile phone on 24x7. Minimum three nos of Mobile phone arrange for the shift maintenance.

#### 9. Quality of Job

a. Safety:1.Contractor has to strictly follow the safety work permit system and safety rules of BALCO.# 2. All the contractor persons working in site are required to have proper PPE. Failure to comply with it will attract a penalty of RS. 100 per person per day.# 3. For work to be executed at height, contractor has to make proper arrangement an approach to satisfaction of EIC before start of execution of any job. The job cannot be started without consent of EIC in such cases.# 4. The contractor has to provide safety full body harness and safety net wherever applicable and that is to be certified by EIC before start of job# b. General :# Contractor has to keep the work place clean and shift the scrap generated after the maintenance to the nearby scrap bin.# 10. Payment

terms# Monthly payment on the basis of running bills for available of Manpower & extra work carried out.

## BOQ FOR Electrical Maintenance of Balco Township and CPP-1

BOQ - ARC for Electrical Maintenance Work for BALCO Township.						
S. N.	Item Code	Description	Qty	Unit	Rate	Amt
1	1003883	DEPLOYMENT OF MANPOWER FOR ARC of Electrical Maintenance Work for BALCO Township. No of Skilled Manpower - 31 Numbers	9,360	NO		
2	1004539	Muffing of street light pole, Muffing of street light pole, concreting of the pole with M:100(1:2:4) including material as per EIC. 1004737 Supply, fabrication, installation of MS	150	NO		
3	1004737	Supply, fabrication, installation of Supply and installation of pipe electrode type earth station using medium guage GI pipe electrode of size 50 mm and 2.75 mtr long including earth pit chamber, G.I hardware, RCC chamber cover, water funnel etc as per IS 3043. .00	20	NO		
4	1004662	Overhauling & rewinding of Ceiling Fans in all respect with man & material as required #	700	NO		
5	1003892	DEPLOYMENT OF HYDRA	150	HR		
6	1006586	Hiring of 80T crane	4	DAY		
Total Amount Rs.						0

BOQ - ARC for Electrical Maintenance Work for CPP-1 Township.						
S. N.	Item Code	Description	Qty	Unit	Rate	Amt

1	<p>1003 883</p> <p>SUPPLY OF SKILLED MANPOWER:- Nature of Contract# a. Efficient operation of the contract it is necessary that Contractor as well as BALCO interact with each other for all related matters on a single window system. The proposed contract shall be executed with declaration of single responsible person from Contractor as well as BALCO. Contractor should be issue a uniform (as approved by engineer incharge) to each contract employees before start of the contract and have 'A' class Electrical license.# b. Reports and Review Working agency and BALCO will jointly review the progress and will discuss the problems being faced in proper execution of the contract every month.# c. . CONTRACT AGENCY will take over the works from the date of expiry of existing contract.# d. Manpower Apart from the existing manpower (i.e. 3 nos ) if required further will be directly recruited by the Contractor. BALCO will have right to assess competency of the persons. All appointments will be with approval of BALCO.# e. Safety Contractor manpower/staff will follow all safety rules and regulations while working at site; however. BALCO to facilitate contractor to ensure safe environment to work. For ensuring the safe working the contract agency will recruit an experienced person having at least 5-6 years' experience in Safety. - The nature of contract will be responsibility and deliverables based job contract and will cover round the clock time. Repair/replacement of Internal Electrical Installations of Residential Qrs. And replacement of ceiling / exhaust fans.# # Replacing/repairing of 5 amps single pole/ double pole switch/5 amps socket/bell switch/ 5 amps top.# Replacing/repairing of 15 amps switch/socket/top/MCB# Replacing/repairing of wooden boards of size 4'''X 4''' to 8'''X 6'''# Replacing/repairing of wooden boards of size 8'''X 10''' to 12'''X 20'''# Replacing/repairing of wooden battens/PVC casing caping/PVC pipe of any size as req.# Replacing/repairing of wiring with twin/single core(2 nos) PVC aluminum wire on wooden batten/PVC pipe,14/16 SWG GI wire upto 8 sq.mm.# Replacing/repairing of water tight fittings/bracket fitting /bulkhead fittings/brass batten holder/brass angle holder/porcelain holder etc.# Replacing of fuse/unserviceable fluorescent tuberoles/ Bulbs up to 100 watts/Starters 40 watt/Ceiling rose.# Replacing/rectification of fluorescent tubelight fixtures/ choke 20/40 watts with disconnection/reconnection, earthing etc. as required.# Replacing/repairing of distribution board 2/4/6/8 way of current rating 16/32/63 amps.# Replacing/repairing of metal clad/MS/MCB main switch 16/32 amps with disconnection, reconnection and earthing etc.# Installation/replacing/ repairing of energy meters single phase/ three phase of range 10 to 40 amps including, connections, disconnections etc.# Replacing of bell/buzzer etc.# Replacing/ repairing of cutouts 16/32/63 amps.# Replacing/repairing of service wire upto 10 sq.mm from pole to main board with disconnection reconnection and earthing etc. including repairing of wall surface.# Attending &amp; rectification of NO SUPPLY/FUSE OF CALL./ Rectification of Leakage Current/Voltage fluctuation.# Repairing/replacement of Geyser coil/Geyser thermostate / cooking range/ heater coil.# Removal of</p>	1,248	NO	
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		installed ceiling fans from residential quarters /public buildings and shifting of fans upto township store. Same to be opened in workshop and refixing the fans after complete overhauling.# Long, Short & medium electrical wiring work (All wiring materials will be supplied by the balco)# Overhauling& winding of Ceilling Fans in all respect with man & material as required#				
2	1004 662	Overhauling & rewinding of Ceilling Fans in all respect with man & material as required #	250	NO		
3	1003 848	CHECKING&REPAIRING OF CEILING FANS	80	NO		

**AMC of operation & maintenance of ACs, refrigerators, water cooler of various locations of Balco and CPP-1 Township.**

NAME OF WORK:-Regular Maintenance Repair of Window, Split Air Conditioners. Water Coolers, Air Coolers, Refrigerators, Towers ACs,1. SCOPE of WORK Window/Split AC, WC, Coolers, etc. The Contract shall be executed as an all in Service & Maintenance Contract for all the Window/Split / Water Coolers, Refrigerators, and Air Coolers, It will be the responsibility of the Contractor to keep the machines Air Conditioners, Water Coolers, Refrigerator & Air Coolers, in proper working condition round the clock throughout the period of this service contract.The Contract shall cover Spot Breakdown Maintenance, Preventive Maintenance and Servicing, Overhauling, Repairing of machines, The Contractor shall ensure that the running equipment's are available at our rated parameters & capacity. The healthiness of above machines shall be ensured with no water leakage, No abnormal sound, proper setting of thermostats and their ripping etc. Spares, Lubricants, Refrigerant gas, Compressors, Khus pads, Pumps etc. Shall be supplied by the tenderer as per requirements. The Contractor shall ensure that sufficient manpower (Minimum 04) to be deployed for execution of work. The Contractor shall ensure that the running equipment's are available at our rated parameters. Minor Nature of Complaints & Spot Breakdown Maintenance: Following Activities Are Covered Under This Head: a. Replacement of Blower Motor in A.C. Unit

and Water Coolers'. Replacement of Capacitors, Relay and Overload in A.C. and Water Coolers. C. Rectification of Electric Circuits in A.C's, Water Coolers, Air Coolers, Refrigerators e. Replacement & Cleanings of Khus Pads, Tanks, Pump Motors, Fan Motors in Air coolers'. Servicing of A/C (Window, Split) Covers: Cleaning of filter, cleaning of Cooling Coil, Pressure cleaning by air/water, & general cleaning's. Cleaning & painting of water Coolers tank (if required).h. Lubrication and greasing, etc. in various parts of M/c's Note: - Any required spare shall be contractor scope Major Nature of Complaints: Following Activities are covered under This Head: Installation of A.C Units (Window, Split)Over hauling of A.C Units (Window/Split) in Every 4 Months (As per checklist provided by the EIC)Gas filling/Welding /Brazing/Compressor Changing etc. Any machine under breakdown should be repaired and put back within 24hrs. in case of major complaint penalty @ Rs 500/- per day per machine will be recovered respectively. Note : Transportation of Defective A/c units, Water Coolers from location to township for repairing & township to various locations after repairing will be on contractor's scope as per instruction of Engineer in charge.

## BOQ FOR operation & maintenance of ACs, refrigerators, water cooler

BOQ - AMC of operation & maintenance of ACs, refrigerators, water cooler of various location of Balco and CPP-1 Township.						
S.N.	Item Code	Description	Qty	Unit	Rate	Amount
1	1004663	<p>NAME OF WORK:-Regular Maintenance Repair of Window, Split Air Conditioners. Water Coolers, Air Coolers, Refrigerators, Towers ACs,1. SCOPE of WORK Window/Split AC, WC, Coolers, etc.The Contract shall be executed as an all in Service &amp; Maintenance Contract for all the Window/Split / Water Coolers, Refrigerators, and Air Coolers, It will be the responsibility of the Contractor to keep the machines Air Conditioners, Water Coolers, Refrigerator &amp; Air Coolers, in proper working condition round the clock throughout the period of this service contract.The Contract shall cover Spot Breakdown Maintenance, Preventive Maintenance and Servicing, Overhauling, Repairing of machines, The Contractor shall ensure that the running equipment's are available at our rated parameters &amp; capacity. The healthiness of above machines shall be ensured with no water leakage, No abnormal sound, proper setting of thermostats and their ripping etc. Spares, Lubricants, Refrigerant gas, Compressors, Khus pads, Pumps etc. Shall be supplied by the tenderer as per requirements. The Contractor shall ensure that sufficient manpower (Minimum 04) to be deployed for execution of work. The Contractor shall ensure that the running equipment's are available at our rated parameters. Minor Nature of Complaints &amp; Spot Breakdown Maintenance: Following Activities Are</p>	550	NO		

		<p>Covered Under This Head: a. Replacement of Blower Motor in A.C. Unit and Water Coolers'. Replacement of Capacitors, Relay and Overload in A.C. and Water Coolers. C. Rectification of Electric Circuits in A.C's, Water Coolers, Air Coolers, Refrigerators e. Replacement &amp; Cleanings of Khus Pads, Tanks, Pump Motors, Fan Motors in Air coolers'. Servicing of A/C (Window, Split) Covers: Cleaning of filter, cleaning of Cooling Coil, Pressure cleaning by air/water, &amp; general cleaning's. Cleaning &amp; painting of water Coolers tank (if required).h. Lubrication and greasing, etc. in various parts of M/c's Note: - Any required spare shall be contractor scope Major Nature of Complaints: Following Activities are covered under This Head: Installation of A.C Units (Window, Split)Over hauling of A.C Units (Window/Split) in Every 4 Months (As per checklist provided by the EIC)Gas filling/Welding /Brazing/Compressor Changing etc. Any machine under breakdown should be repaired and put back within 24hrs. in case of major complaint penalty @ Rs 500/- per day per machine will be recovered respectively. Note : Transportation of Defective A/c units, Water Coolers from location to township for repairing &amp; township to various locations after repairing will be on contractor's scope as per instruction of Engineer in charge.</p>				
2	1004664	Annual Comprehensive Maintenance of deep annual Comprehensive Maintenance of deep freezer / mortuary / water cooler at different location in balco township which is to be maintained through out the year in running condition with material.	20	NO		
3	1004665	Annual Comprehensive Maintenance of refri Annual Comprehensive Maintenance of refrigerator of different make at different location in balco township which is to be maintained through out the year in running condition with material.	100	NO		
4	1004666	Annual Comprehensive Maintenance of Dezer Annual Comprehensive Maintenance of Dezert Air cooler of different make at different location in balco township which is to be maintained for 12 months in running condition with material.	50	NO		
		Total Amount Rs.				0

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

1. Contract Duration: 1 Year.



However, BALCO reserve the right to extend the contract beyond the period or short close the contract without giving any reason thereof. The decision of BALCO shall be final and binding in this regards.

## **PAYMENT TERMS AND TAXES**

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

100% amount shall be paid against monthly RA bill duly certified by Owner's EIC.

Service Provider shall ensure that actual payment given to the workmen latest by 7th of every month and shall produce evidence of payment of wages paid through bank, along with PF, ESI payment evidence through Labour Payment Certificate by BALCO's HR Department (HR Clearance) along with the monthly bills to Security Department latest by 10th of the said month,

Monthly RA bills must be given within 10th of every month, if delayed then any issue related labor payment or bill approval is the sole responsibility of Service Provider

The amount deducted against security shall be released to Service Provider after final settlement on yearly basis.

The Service Provider shall get the invoice duly certified by BALCO in-charge and head of the concerned department about satisfactory completion of the work. Service Provider shall also submit NOC from BALCO's HR dept. along with each invoice. Payment will be made within 30 days from the date of bill submission.

BALCO shall without any prejudice to other rights be at liberty to deduct from the service charges any amount/damages/penalties due on Service Provider. 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.

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

This amount shall be calculated on yearly contract value and the same will be either deducted or a Security Deposit Bank Guarantee [Hereinafter referred to as SDBG] will be submitted.

From Second Year onwards Amount /Bank Guarantee [Hereinafter referred to as BG] will increase by additional amount to match the Revised Annual Contract Value for subsequent years of contract tenure.

Final Amount/BG shall be released on final settlement on certification of CSO on yearly basis.

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

## STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

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

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

**"Agreement"** shall mean the Agreement between the Company and the Service Provider to which this Schedule is attached.

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

**"Fees"** shall mean the prices and/or rates

payable by the Company in respect of the Services and/or as specified in the relevant Purchase Order.

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

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

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

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

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

## **2. SCOPE OF CONTRACT**

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

## **3. SERVICES**

- 3.1 The Service Provider shall perform the Services with all due skill, care and diligence in a safe, competent and timely manner and in accordance with the requirements of the Agreement and/or the relevant Purchase Order.
- 3.2 Except to the extent that it may be legally or physically impossible, the Service Provider shall comply with the Company's instructions and directions in all matters relating to the Services consistent with the provisions hereunder.

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

- (a) only provide such personnel who possess appropriate experience, skills and qualifications necessary for the Services to be performed in accordance with this Agreement;
- (b) not remove or replace such personnel without the prior written consent of the Company (not to be unreasonably withheld); and
- (c) nominate a senior manager or director of the Service Provider to have overall responsibility for the provision of the Services in terms of the relevant Purchase Order, which person shall attend any meetings with the Company on reasonable prior notice.

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

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

#### **4. FEES**

4.1 The Company shall pay for the Services performed in accordance with the prices as per Attachment 2 to Schedule 1 and/or rates specified in the relevant Purchase Order.

4.2 In case of contingency assignments, the agreed fees for such onetime Services shall

be payable on completion of the relevant assignment as per the Purchase Order.

#### **5. SERVICE PROVIDER'S GENERAL OBLIGATIONS**

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

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

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

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

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

5.6 In performing the Services, the Service Provider shall:

- (a) give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are available on terms equal or better than imported goods with respect to the timing of delivery, quality, quantity required, price and other terms;
- (b) subject to Clause 5.5, employ Indian subcontractors having the required skills or expertise to the maximum extent possible insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no such sub-Contractors are available, preference shall be given to non-Indian subcontractors who utilise Indian goods to the maximum extent possible, subject to the proviso in Clause 5.6 (a) above; and
- (c) subject to Clause 5.5, co-operate with and assist Indian companies as subcontractors to enable them to develop skills and technology to service the petroleum industry.

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

## 6. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY

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

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

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

## 1. VARIATIONS

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

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

7.3 If following receipt of the Service Provider's response pursuant to Clause 7.2, the Parties are in agreement on the Variation Request and the adjustments to be made to the

relevant Purchase Order, the Parties shall execute a variation order (a "Variation Order") to reflect such agreement.

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

## 8. PAYMENT

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

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

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

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

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

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

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

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

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

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

## 9. TAXES

### 9.1 Definitions

For the purposes of this Clause 9:

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax.

### 9.2 Person Responsible for payment of Taxes

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

- (a) the payment of all Taxes now or hereafter levied or imposed on the Service Provider or its subcontractors or on the personnel of the Service Provider or its subcontractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons

engaged or employed by the Service Provider or its subcontractors (hereinafter referred to as "Personal Income tax");

- (b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Service Provider or its subcontractors (hereinafter referred to as "Corporate Income tax");
- (c) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the services, if any, provided to the Company by the Service Provider or its subcontractors (hereinafter referred to as "Service tax");
- (d) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the goods, if any, sold to the Company by the Service Provider or its subcontractors (hereinafter referred to as "Sales tax/VAT");
- (e) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the goods, if any, manufactured by the Service Provider or its subcontractors for sale to the Company (hereinafter referred to as "Excise Duty"); and
- (f) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Service Provider or its subcontractors as a result of the performance of this Agreement.

**9.3 Withholding taxes and Withholding certificates**

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

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

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

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

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

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

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

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

- (a) The Company shall be entitled to recover from the Service Provider, the Taxes paid on behalf of the Service

Provider or its sub-contractors (together with any costs and expenses incurred by the Company in connection therewith) or to retain the same out of any amounts to be paid to the Service Provider or its sub-contractors that may be in its possession (whether due under this Agreement or otherwise) and shall pay only the balance, if any, to the Service Provider; and

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

#### **9.6 Indemnity**

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

#### **9.7 Changes in Law**

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

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Service Provider's final invoice under this Agreement)

notify the other Party that such change in law has arisen; and

- (b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and
- (c) the provisions of this Clause 9.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

#### **10. TERMINATION**

- 10.1 Either Party may, at any time and without cause, terminate all or part of this

Agreement by giving no less than [30] days' prior written notice to the other Party. Provided that, if any Purchase Order has already been initiated and the work is in progress, then the Company only shall have the right to cancel/ terminate any Work under the relevant Purchase Order as specified in such Purchase Order without cause and with immediate effect.

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

- (a) if the Service Provider breaches any provision of this Agreement, provided that where remediable, the Company has notified the Service Provider of such breach and the Service Provider has upon receipt of such notice, failed to immediately and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction; or
- (b) if the Service Provider becomes insolvent or bankrupt or makes a composition or arrangements with its creditors; or
- (c) if the Service Provider is wound up or a resolution for its winding up is made (other than for the purposes of



an amalgamation or reconstruction whilst solvent); or

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

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

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

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

## 11. CONFIDENTIALITY

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

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

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

## 12. NOTICES

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

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

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

**13. GENERAL LEGAL PROVISIONS**

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

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

13.3 This Agreement and the all Schedules and Attachments annexed hereto contains the whole agreement between the Parties relating to the subject matter of this Agreement, and supersedes any previous understandings, commitments, agreements or representations in respect of the subject matter.

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

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

13.6 Unless otherwise specifically stated, both the Company and the Service Provider shall retain all rights and remedies, both under the Agreement and at law, which either may have against the other.

13.7 Each Party represents and warrants to the other that (i) it has been duly registered and organised and is a validly existing legal entity under the laws of the jurisdiction of its incorporation and that it has full power,

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

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

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

13.10 If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

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

13.12 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken

together, will constitute one and the same instrument.

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

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

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

14.3 Save as otherwise expressly provided in the Agreement, no payments of whatever nature shall be made in respect of a force majeure occurrence.

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

#### **15. BUSINESS ETHICS**

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

15.2 The Service Provider shall not use the services of any of the employees of the Company,

directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf. The Service Provider undertakes that in the event of use of any corrupt practices by the Service Provider, the Company shall be entitled to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider.

15.3 If at any time during execution or performance of this Agreement the Service Provider if 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 at Balco.whistleblower@vedanta.co.in.**

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

15.5 The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's

compliance with the obligations under Clause 15.4.

- 15.6 The Service Provider shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.
- 15.7 The Company shall have a right to initiate "audit proceedings" against the Service Provider to verify compliance with AB&C requirements. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Service Provider shall extend full cooperation for smooth completion of the audit mentioned herein.
- 15.8 Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith in case, it is found that the Service Provider has failed to comply with AB&C requirements.
- 15.9 The Service Provider may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

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

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

All the 'Complaints' under this policy should be reported to the Group Head-Management Assurance at the following address:

Group Head – Management  
Assurance, Vedanta, 75 Nehru Road  
Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id:  
[Balco.whistleblower@vedanta.co.in](mailto:Balco.whistleblower@vedanta.co.in).

## 16. GOVERNING LAW AND DISPUTE RESOLUTION

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

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

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

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

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

### **OTHER TERMS & CONDITIONS**<sup>1</sup>

#### **17. STATUTORY COMPLIANCES & CLEARANCES**

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

b) Company shall be entitled to deduct/adjust from amount payable to the Service Provider, any dues, wages, compensation on accident or death, expenses incurred for benefits, provision for amenities and amounts paid or payable by the Company in

compliance with the applicable laws, in respect of workmen/employees of the Service Provider.

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

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

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

#### **18. SUSPENSION**

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

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

## **19. RELATIONSHIP BETWEEN THE SERVICE PROVIDER AND THE COMPANY**

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

## **20. SERVICE PROVIDER'S OBLIGATIONS/LIABILITIES**

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

## **21. SERVICE PROVIDERS'S WARRANTIES & REPRESENTATIONS**

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

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

## **22. PENALTY FOR VIOLATION OF SAFETY MEASURES:**

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

Rs 500/- First time

Rs 1000/- Second time onwards

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

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

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

## **23. DISCIPLINE AT WORK AREA:**

Service Provider has to maintain discipline at work area. He has to keep the area neat and

clean after work is over .All the spares, waste material like oil grease etc. has to be kept at designated area and cleaned the work place after job is over.

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

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

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

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

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

The Service Provider shall be responsible to take all precautions to ensure safety of the labours / workers at work. The Service Provider will supply his labours / workers safety equipment as per rules. If you are bringing your own equipment to carryout of job in side the plant

such equipment should be subject hazard identifications and risk assessment prior to commencing of work.

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

#### **26. DAMAGE TO BALCO'S PROPERTY:**

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

#### **27. VEDANTA SUSTAINABILITY CLAUSES**

##### **27.1 HEALTH, SAFETY AND ENVIRONMENT (HSE) SYSTEMS**

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

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

Statutory Compliance: Service Provider shall identify, document and comply with all pertinent Health, Safety and Environment (HSE)

laws and regulations, approvals, licenses and permits which are applicable to the services and conduct of activities.

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

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

## 27.2 HAZARD AND RISK ASSESSMENT

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

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

1. General Safety and Environmental Management Procedures
2. Waste Disposal
3. Equipment Decommissioning
4. Water Discharges
5. Material Storage/Spills
6. Storm Water Management
7. Use of Asbestos, Lead, CFCs and other objectionable chemicals.
- 8.

Hot working, gas welding , etc

9. All electrical works
10. Work at heights including scaffolding
11. Demolition
12. Construction work of any kind
13. Transport management
14. Tank cleaning or testing
15. Confined space, etc

## 27.3 AWARENESS, COMPETENCY AND BEHAVIOR

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

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



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

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

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

#### 27.4 CHANGE MANAGEMENT

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

#### 27.5 INCIDENT REPORTING

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

Access to site: If Company exercises its right to conduct its own investigation; Service Provider

shall provide Company with all reasonable assistance to allow & to complete its investigation.

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

#### 27.6 SAFETY INTERACTION

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

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

#### 27.7 EMERGENCY DRILLS

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

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

#### 27.8 CARDINAL RULE\*

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

"Do not override or interfere with any Safety Provision nor let anyone else override or interfere regardless of seniority. "Personal Protective Equipment (PPEs) applicable to the given task must be adhered to.

"Always follow isolation and lock out procedure

"No person will be allowed to work if under the influence of alcohol or drugs "Report all injuries and illness

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

#### 27.9 PERSONAL PROTECTIVE EQUIPMENT

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

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

#### 27.10 EQUIPMENT, TOOLS, TACKLES AND RESOURCES

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

trained, experienced and where necessary, licensed and certified to operate them.

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

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

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

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

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

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

#### 27.11 MATERIAL SAFETY DATA SHEETS

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

#### 27.12 WORK PERMITS

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

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

#### 27.13 HEALTH AND FITNESS

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

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

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

#### 27.14 DISEASE

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

#### 27.15 HYGIENE AND HOUSEKEEPING

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

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

#### 27.16 ENVIRONMENT PROTECTION

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

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

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

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

#### 27.17 SMOKING

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

#### 27.18 SERVICE PROVIDER ACCOMODATION

Where the Service Provider's Personnel provides accommodation for contract workers,

the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. In particular, the provision of accommodation shall meet national legislation and shall have the minimum following: Provision of sanitary, laundry and cooking facilities and potable water " Safe location w.r.t health, hygiene and fire risks.

Provision of first aid, medical facilities and proper ventilation.

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

Include other safety checks to prevent fire.

#### 27.19 CLEARANCE OF SITE

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

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

#### 27.20 REMOVAL OF UNSAFE WORKERS

The Service Provider shall document any identified instances of noncompliance with safety requirements by its workers and sub - Service Providers. Where any worker or sub Service Provider breaches safety requirements and thereby presents a threat of serious injury



or death to any person, the Service Provider shall remove that worker or sub Service Provider from the project site for the duration of the project.

#### 27.21 SUBCONTRACTING

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

#### 27.22 MONITORING

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

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

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



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

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

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

#### 27.23 SERVICE PROVIDER QUERIES

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

#### 28. ENERGY MANAGEMENT SYSTEM CLAUSE:

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