TENDER DOCUMENT OPERATION ASSISTANCE AT BALCO

TENDER NO: BALCO/COM/CHOPRASS /1907/001

SEND YOUR OFFER WITHIN 7 DAYS THROUGH E-MAIL

To,

Head Commercial
Bharat Aluminum Company Ltd.
Commercial
Office
Admin
Building, 1st
Floor
BALCO
NAGAR
KORBA –
495684 CG
India
INDEX

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

1. Instruction to the Bidder.
2. Offer letter.

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

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

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

For Clarifications:

Commercial:  Mr. Mahesh Lanjhekar  Mob. No: 8827176168
              Mr. Suvendu Sekhar Sahoo  Mob. No: 9937251363

Technical:    Ms Gargi Manna  Gargi.Manna@vedanta.co.in  mob: 9713421499
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. Bharat Aluminium Company Limited (BALCO) has its operation at Korba in the state of Chhattisgarh with a smelter capacity of 5.70 LTPA with capabilities to produce ingots, wire rods and rolled products. The company has power generation capacity of 2010 MW. BALCO has two Bauxite Mines - Mainpat and Kawardha and one coal block at Chotia.

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

- 100% adherence to all the deliverables.
- High Level of Service quality.
- Ensuring an accident free environment while work.
- 100% reporting of all the near miss incidents and corrective measures for all to ensure no accident due to the unsafe conditions.
- Increased availability of all the equipment’s and the total system to ensure better efficiency and higher levels of productivity.
- Ensuring higher productivity through introduction of innovative ideas and better Operating Procedures.
- Introduction of innovative ideas which can save in terms of time or money.

OPERATION ASSISTANCE AT BALCO
Information / Credential of Service Providers / Bidder

Provide us the credentials as per attached excel sheet

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

I. Brief history of organization, along with organization chart, mentioning the Name, Designation & Tel. Nos of the contact persons in your company holding all key positions.

II. Client list, with copies Contracts of your Top 5 clients.

III. Banker’s name and your Company’s annual audited report / Balance Sheet for last 3 years.

IV. The details of Machinery and Equipment available with you which are in working condition are to be furnished.

V. If the space provided in the registration form is not sufficient, please attach separate 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:


   b. Service tax Registration

XII. For any new agency participating first time in BALCO tendering, must register their company as new service vendor on our SRM Portal at http://www.balcoindia.com/vendor-zone/

OPERATION ASSISTANCE AT BALCO
2) **FORMAT FOR OFFER LETTER**

Head Commersial Bharat Aluminum Company Ltd. Commercial Office Admin Building BALCO NAGAR Korba – 495684

Offer reference N.: /…………..dt. 2019:

Sir,

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

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

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

4. We also enclose herewith the following documents:

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

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

M/s (Name and Address of the Company)

Signature of the authorized Signatories
3) **SCOPE OF WORK & BILL OF QUANTITIES:**

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

The contractor shall be responsible for all operational assistance activities (Supply & Service) of Cast houses as per below scope of work. Contractor will be abiding by the clause of *interchangeability or mobility* of shift & general shift deployed manpower i.e. any manpower will be mobilized & shared between all cast houses to complete required job.

1) **DROSS HANDLING, BAGGING & SHIFTING**

- Spreading of dross (approx. - 15 t/day) as quickly as possible but within 20 minutes of the dross out from the furnace allow cooling them completely and shifting it into one side.
- Spreaded-cooled-one side stacked dross-metallic and metal pcs to be collected completely and to be filled in bags and remaining dross to be sieved through mesh +3 and -3 mm size to be collected in separate bags to be transferred to the area marked (storage yard). as directed.
- After binding and weightment to be stacked properly in the countable manner in separate groups.
- No pending of jobs is allowed. Any violation of verbal/writing/contract agreement will be suitably punished.
- For this log book has to be maintained by the contractor itself and get it signed by the running shift i/c on daily shift basis or area/section in charge.

**NOTE:**
1) Shifting of dross bag to dross yard will be in contractor scope.
2) Only male work men will be deputed for dross spreading & processing.
3) Probable dross/bolder/metallic generation /day- 20 T
4) Bagged tonnage / man-day- 10 MT (indicative)

2) **ALUMINUM/OTHER SCRAP COLLECTION, SEGGEREGATION & SHIFTING**

- Collection/segregation of aluminium scrap (like cast bar, crop rod, launder skull, sow mould any other aluminium scrap) All scraps will go into designated bins/areas.
- Scrap collection from casting pit of WRM and cast house (inside and outside) on regular basis as per requirement.
- And other type of waste such as spent filter cloth, CFF, glass filter, Cerawool, jute, steel belts etc. in entire cast house area to be bundled in a proper tightened manner and or (in the bags to be supplied by m/s Balco -applicable to the scrap which can’t be bundled), to the maximum possible level in the running shift and latest by half of the next shift, (any delay beyond half of the next shift) will attract penalty, to be shifted as directed by area in charge after weightment only.
- Re bundling and weightment has to be done in case any bundle gets loose or open.
- Shifted scrap must have identification that from which area it has been shifted.
- For this log book has to be maintained by the contractor itself and get it signed by the running shift i/c on daily shift basis. All scraps will go into designated bins/areas.

3) **OFFLINE INGOTS BUNDLING**

- Collection of offline ingots, grade identification with color sticker/paint (paint & brush is in the scope of
contractor) stacking and weighment the same.
- After marking the identification of grades on each and every ingot bundle, handing over the same to the department.
- The ingot which fall or get stuck-up in de-moulding area has to be removed immediately in the same shift only.
- To empty the rejection boxes & drain boxes quickly as per requirement.
- For handling the offline bundles contractor will do in their scope by which weightment will be done and certified by area In-charge.

Note – Offline ingot bundling/ man day/shift - 12 MT

4) METAL POURING/ SIPHON WELL CLEANING
- Metal Pouring from small ladles into the furnaces will be the scope of contractor.
- Metal cleaning of pouring well of all the furnaces will be the scope of contractor.
- Lancer and helper along with the necessary tools and tackles for pouring well cleaning/Metal Cutting must be provided as per the instructions of area in-charge.
- Cleaning of pouring well. To keep the pouring line clean by crow bar and /or by lancing and to take out the spillage metal from around the pouring well area by jack hammering only and to keep area clean.

5) SAMPLE COLLECTION & HANDING OVER TO LAB
- Collection of hot metal sample from the running furnaces & wire rod and approach launders of ICM and WRM as and when casting will begin as per EIC instruction.
- Collection of samples (rod samples / button samples / Dross sample) from cast house, sending it to lab is under the contractor scope, within half an hour the job should be done.
- Contractor has to ensure timely cutting/dispatch of offline coil samples as per the instruction of area in-charge on shift basis.

6) REPROCESSING OF COILS/ COIL SALVAGING
- Salvaging/recoiling of coils having multiple end, inner layer, outer layer, and entanglement and cut marks.
- Shifting of scrap thus generated to the furnace area will be in the scope of contractor.
- Salvaging of wire rod coils - scrap removal. As &when required.

7) MANUAL SKIMMING OF INGOTS/OTHER JOBS
- As and when ingot production will start labours has to be provided for manual skimming of ingots in running casting line and handling of furnace additive material during furnace preparation.
- Demoulding area job, manual hammering on ingot moulds and removal of ingots from demoulding area.

8) LOADING/UNLOADING OF OXYGEN/AMMONIA CYLINDER
- Loading and unloading of oxygen/ammonia cylinder at cast house and central cylinder storage yard, used for lancing/nitrogen plant is in the scope of contractor.
- After use empty oxygen /ammonia cylinder must be returned to cylinder storage yard within 4 hrs. as per Balco safety guidelines.
- Any misplacement / damage of oxygen / ammonia cylinder issued to the contractor will lead to penalty of total cost of Cylinder.
- Storage & handling of cylinders at site & storage yard will be as per balco safety standards & guidelines.

9) MISCELLANEOUS CLEANING JOB
- Cleaning of HFO tank/ HPU area as and when required, the contractor should take

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jobs like siphon well cleaning, skimming, metal cutting etc., as these jobs are to be carried out with great precautions and safety.

- Oil, water, other debris, other mix scrap, etc. Cleaning in and around the equipment's like rolling mill basement, stand cleaning, furnace basement, pump house cooling tunnel tank of ICM and cooling tower chamber/tank.
- Casting pit celler, emulsion tank cleaning, quenching water tank cleaning, other oil tank cleaning and metal removal from WRM area as per requirement.
- Collection and shifting of emulsion filter cloth, aluminium dust, Cerawool, glass filter, waste jute, steel scrap paper scrap, plastic scrap and asbestos from wire rod mill area to scrap yard/dump yard with separate items exclusively.
- Pump house, Cooling tower (4 basin) cleaning & AVGF- filter bed change( sand media removal and replacement, cleaning of chamber)
- Furnace pit cleaning of each furnace on round the clock basis till completion of job. (pneumatic jack hammer, crow bar & pneumatic chisels will be contractor scope).
- Pumps & hoses for cleaning purpose in all area will be in service provider scope.
- Removal of sludge from mill bed & from other area.
- By using the saw dust 100% water, oil should be removed in all area.
- Removal of spillage oil, leftover oil
- Removing of all soluble oil & lube oil into empty barrels and shifting of it at designated place.
- Disposal of generated waste at designated place.
- All consumables like cotton waste etc. and necessary tools & tackles for executing above jobs will be in service provider scope.
- Cleaning job of any area like pit, tanks etc. to be continued till area is empty.
- All assistance for lifting the bags in service provider scope.

10) RAW MATERIAL SHIFTING

- Raw material & operational consumables shifting from store to shop floor as per instruction of engg. In-charge will be contractor scope (vehicle truck and Hydra required is in contractor scope).
- Arrangement all material in specified area.
- Proper bagging and collection of raw material/ operation consumable will be done by worker on time.

11) BELT PREPARATION

Belt cutting, welding and grinding shall be done as per drawings & manual provided by Balco. Balco manuals & drawings must be done for belt preparation strictly. Ensure proper alignment before cutting & welding and after that buffing to be done for smooth finishing. Weld joint life should be minimum 2 days for Properzi Mill (This is applicable for OEM belt material only). Detailed drawing & instructions for belt preparation will be provided after ordering of contract. Proper Quality Assurance Plan must be submitted by contractor to Balco for this job.

- Necessary Equipment’s:
  - Supply of all consumables along with SS electrode (L & T / ESAB make) and required tools, tackles / welding machines for casting belt preparation activities will be in contractor scope. Belt will be given by M/S Balco.

12) Repairing/fabrication of tools

Repairing/fabrication of tools (Skimming, degassing, hot cleaning of furnace etc.) in Cast Houses

- Necessary Equipment’s:
  - Supply of all consumables along with electrodes and required tools, tackles / welding machines will be in contractor scope.

13) Shifting of coils for annealing: Shifting of coils for annealing process in to Homogenous furnace at CH-1.
14) **LANCING & Jack Hammering:** Contractor has to cut and remove scrap by jack hammering or by lancing as per requirement.

15) Graphite/oil spraying in the casting mould as on when required.

16) Shifting of other scrap like steel, wood, plastics, filter paper, Cerawool etc., to scrap yard will be in the scope of contractor separately biodegradable & non-biodegradable

17) Arrangement of all safety appliances for the manpower as per Balco guidelines.

18) Pasting/fixing of stickers on ingot bundles/wire rod coils. Batch ID/Cast no. also to be written by worker on each ingot bundle.

19) Segregation of aluminium scraps from mix-ups.

20) Timely removal of molten metal/aluminium skulls from launders and casting wheels.

21) **Hot cleaning of Furnaces:** ALL furnaces need to be hot cleaned to maintained furnace capacity. Furnaces are to be cleaned in hot or cold condition as directed. After cleaning dross has to be taken out and should be properly Spreaded on floor. At CH-1, hot cleaning will be done manually and at CH-2 & CH-3 hot cleaning activity will be done by technological vehicle.

22) **Ladle Pouring & Furnace Preparation**

- All Hot metal coming from pot room through ladle shall be poured in designated furnaces immediate after entry of ladle from weighbridge. Addition of desired alloying element, flux, and degasser is in scope of contractor as per instruction of shift In-charge BALCO.
- Housekeeping of the area is in scope of contractor collection in bins and charging if any spillage of metal happens.

23) **Refractory Work:**

- Application of fused Silica/alumina castable for repairing of pouring well Tundish repair, launder repair.
- Fixing of Burner Blocks (HFO Furnace)
- Fixing of Insulation & Alumina Bricks
- Coating of cast wheel & launder with Boron nitride/Hole coat, kaolin powder and gap filling by filling material
- Fixing of Down Sprout
- Cerawool fixing in launder cover & furnace tilting joint with the help of sodium silicate.
- Fixing of 50 MM & 25 MM calcium silicate board & precast launder.
- Cold Cleaning of Furnace
- Disposal of furnace dug out material.
- Fixing of tap out block
- Application of low density castable
- Graphite oil sprays on ingot mould.
- Repairing of furnace roof.

**Cold Cleaning / major S/d of Furnaces:** At the time of cold cleaning/major shut down of furnaces contractor has to deploy special extra crew so that the activity can be completed within stipulated target time as agreed by EIC. Major S/D activity work will be executed 24 X 7. For Major S/d jobs extra manpower crew must be deployed for timely completion of jobs which is not considered. Extra Manpower gate passes is to be approved by BALCO proactively so that the extra manpower can be deployed on time.
SOW Casting in Cast House-2

1) Ensure safety communications/5 min talks/checklists compliances before start of job.
2) Ensure work execution with proper PPE and safety and as per norms and guidelines.
3) Sow casting by pouring of ladles in moulds to be executed with min 10 ladles/shift with one crew. If ladle casting is below that same crew to ensure weighment/shifting work or other work requirements as instructed by in charges.
4) Proper housekeeping of area to be maintained all the time.
5) Casting to be done at the set up made for casting as per requirements and targets.
6) Casting recovery to be focused as per export grade and requirements with focus to achieve min 95% LME grade production.
7) Safety to be ensured with dealing of direct hot metal, proper preheating, coating, cleaning, and polishing of moulds to be ensured.
8) Usage of required PPE to be ensured while sow casting
9) Usages of shield guard ensured and follow the SOP.
10) Availability of required PPE to be ensured to all operators with stock availability of urgent replacement or needs if any.
11) Collection of scrap generated in shift basis along with weighment and accounting needs to be ensured
12) Safe stacking/shifting of sow to be done as per requirements
13) Shift wise weighment work, proper record keeping, marking of sows to be ensured at par with production rates to ensure timely handover with marking, sticker pasting and other requirements.
14) Loading of sows in vehicles to be done as per requirements.
15) Ensure shift wise handover of weighing scale IN GOOD CONDITION & other tools
16) Shift wise checking of weighing scale with record sign of weighing persons to check deviations.
17) Shift and ladle wise checking of even surface of floor and level repair work in shift basis. (major repair done as per planning)
18) Shift wise tracking of export grade recovery, and take corrective and preventive action to improve the recovery.
19) Availability of crane operator to be ensured whenever required
20) Weight and record keeping for monthly Audit.
21) Shifting/Unloading of scrap in designated areas as per requirements.
22) As a part of sow casting not done, manpower will be deployed as instruction of Engg I/C.

MATERIALS IN CONTRACTOR SCOPE

1) Hydras with driver and helper; in case of non-availability of hydra penalty will be as per KPI.
2) Truck and Hydra in G shift with operator to shift dross bag from any cast house to dross yard, for shifting of raw material & consumables from stores for all cast houses, for coil transfer for annealing
3) All tools and tackles (like shovel, wire mesh, spade, chain, sling, pneumatic hammer, crow bar, and gum boots for activity in water logging area etc.) are in the scope of contractor as per Balco safety norms
4) Supply of all consumables along with SS electrode and required tools /machines for casting belt preparation activities. Belt will be given by M/S Balco.
5) The tools & tackles like, Pan Mixer, Vibrator, Pneumatic Rammer, Pneumatic Chipper, Pneumatic Jack Hammer, Air Hose Pipe, Brick Cutting Machine, Mason Tools kit and other tools tackles are to be supplied by the contractor for refractory work.

SPECIAL INSTRUCTIONS:

1) Excellent housekeeping and safety is our prime focus. In view of the contractor must ensure/implement the same. Penalty will be imposed as per 5s score card of Balco. – KPI is to be made for the same.
2) Contractor has to ensure/provide supervisors in all the shifts and in all the area viz WRM, ICM & Furnaces round the clock supervisory controls is mandatory for the smooth running of operation in all the area.
3) For the all above jobs hydra and transporting vehicle used will be in contractor's scope. Which includes calibration of Weighbridges is in the scope of contractor. This job will be done within 8 hour of hydra operation and time of calibration will be informed by area in-charge on daily basis.
4) All the jobs have to be carried out round the clock, 24*7*365. The contractor should make necessary arrangement of workers on Sundays and holidays. Proper supervision of job to be ensured in all areas exclusively & separately.
5) Metal segregation from mix (to be completed by contractor every month otherwise penalty will be imposed).
6) Contractor has to have admin & safety staff. min 85% safety score card must be adhere by contractor.
TERMS & CONDITIONS:

1) The contractor shall be responsible for shift wise general housekeeping including cleanliness and orderliness of the plant premises in and around equipment’s. Immediately after job is over the area should be cleaned. The cleaning of dust & all other traces shall be in contractor's scope. Required tools and tackles, special tools, transport arrangement, hand trolleys etc. in contractor scope.

2) Periodic cleaning & maintenance of AVGF system, cooling towers and emergency water system.

3) All statutory obligations, approvals, safety, security & storage of Contractor's own the contractor shall arrange material.

4) The contractor for its own employees shall arrange uniform as per BALCO's stipulation.

5) Any failure in the work / job executed by the contractor due to bad workmanship shall be corrected free of cost.

6) The contract workmen shall strictly abide by the instructions / suggestions of BALCO engineers with reference to discharging / carrying out the jobs and services and the time specifications for their execution within the scope of this contract and their decision regarding the same will be final.

7) Contractor will arrange to cover all risks insurance for all equipment and machinery brought by them for execution of this contract.

8) During idle hours of mutually agreed that the contract workmen may be utilized by BALCO for similar nature jobs of their relevant areas of work within the Cast Houses.

9) Shift-in-charge / Shift supervisor should be readily available at site all times. Site-in-charge should be available during general shift hours.

10) The contractor should maintain labour license from inspector of factories, Muster roll form, Employment card form, wage register form, Attendance register, and register for Overtime from and these register to be produced to BALCO as and when demanded.

11) The contractor should maintain a logbook for the works carried out by them and gets the signature of the Shift-in-charge in the specified form given by BALCO.

12) If the contractor damages the parts / equipment during the course of the work out of his carelessness, cost of the same will be recovered from the contractor on mutually acceptable basis. The contractor should not engage any staff without appointment letter.

13) Contractor's site supervisor has to possess mobile phone at his own cost.

14) Before engaging manpower, they will be interviewed by contractor and tested for competence and allowed to work only if found competent.

15) The contractor has to ensure adequate manpower for carrying out all activities defined in scope of work Skill Matrix Formats and Training plans to be as per Balco standard guide lines.

16) Contractor should ensure that none of their work force works more than 16 hrs as per labour laws any deviation will be dealt seriously and suitable Penalty will be imposed.

17) Material transportation i.e. transporting material from stores to site stores & from site store to work place is the responsibility of contractor.

18) Contractor should keep all tools and tackles required to carry out the job at all the sites to reduce the response time

19) Any improvement in the type of Tools of contractor scope used as suggested by Balco to be implemented.

20) The contractor can use the lifting facility, hoists, cranes etc. installed and available at site / workshop. However if any facility is not available or out of order the contractor has to make their own arrangement. While using or carrying out any job if any equipment or installation is damaged by the contractor it will be repaired and made good at the risk and Cost of contractor.

21) Material store i.e. Site Store to be handled by the contractor. Contractor has to ensure implementation of 5S/Housekeeping in the store area.

22) The contract workmen shall strictly abide by the instructions /suggestions of BALCO engineers with reference to discharging / carrying out the jobs and services and the time specifications for their execution within the scope of this contract and their decision regarding the same will be final.

23) Any in discipline will not be entertained and as per the Enquiry suitable Penalty to be imposed depending upon the seriousness of Indiscipline.

24) During idle hours contract workmen/technicians may be utilized by BALCO for similar nature jobs of their relevant areas of work within the Cast Houses.

25) Contractors will provide the training required to its employee
26) If the contractor's employee misbehaves with the Balco shift/general shift in charge, will result in strict action against him.
27) Shift-in-charge / Shift supervisor should be readily available at site all times. Site-in-charge should be available during general shift hours.
28) Contractor is liable to Generate all Reports as required by Balco and has to follow all the Standards followed by BALCO like ISO, 5S etc.
29) The contractor should maintain a logbook for the works carried out by them and gets the signature of the Shift-in-charge in the specified form given by BALCO.
30) All Statutory obligations, Approvals, Safety, Security & Storage of Contractor's own material will lie in the Contractor's scope. Special care to be taken in LPG, Oxygen Cylinder, Flammable material like diesel, Petrol etc. and is to be kept in minimum possible Inventory with all the Safety precautions. Store Keeper's to be available in 24 hrs basis to ensure all the above points are taken care off.
31) The Contractor for its own employees shall arrange Uniform, PPE's, Safety Items as per Balco's rule.
32) The contractor should maintain labour license from inspector of factories, Muster roll form, Employment card form, wage register form, Attendance register, and register for Overtime from and these register to be produced to BALCO as and when demanded.
33) The contractor should not engage any manpower without appointment letter. The same should be submitted to BALCO in due course for the records.
34) Contractor's site supervisor has to possess mobile phone at his own cost.
35) In case of the Strike, Mishaps, Contract owner has to be present at site within an hour to take care of the Situation. If this results in production loss then 5 times of (production loss) penalty will be imposed as per KPI.
36) Contractor has to have a Monthly reward scheme for its employees based on the mutually agreed guidelines with the SBU Head. (2 rewards per month in view of safety & process). Contractor has to ensure that No job is to be carried out without proper safety permits as per Balco safety code of conduct.
37) Contractor has to promote the Culture and Policies followed by Balco within its employees. Contractor has to respond to meet the emergency situation and to work in crisis management.
38) The contract is Annual rate contract & the work area is very critical from Balco's point of view. It is being discourage to discontinue the contact in between. In case party discontinuity the party has to give minimum three-month notice period is required before leaving the work in middle.

SAFETY

1) Contractor shall provide all necessary safety like Safety shoes, Goggles, Helme tS, Masks, and PVC Gloves, respirators etc. to his employees (standard of PPEs for contract workmen should be as per BALCO safety guidelines). Neither Contractor nor his employees will be permitted to enter factory premises without safety PPEs. The Contractor will ensure strict compliance of safety measure adopted by the BALCO. In case of any violation of safety measures by the Contractor or his employee will be taken seriously and in such situation. BALCO reserves its right to cancel this contract and/or suitably penalize the Contractor.

- The contractor 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 contractor shall take all safety precautions and provide adequate supervision by competent persons (Safety Stewards) in order to do the job safely and without damage to plant, personnel, equipment, and the environment.

2) The contractor should provide quantity of PPEs proportionate to the no of manpower deployed & the Nature of the job at the site. In case of ambiguity our Safety Department Guideline on brand and Quality of PPEs will be final.

3) At any point of operation of contract the contractor shall remain liable to report to the safety department with respect to ensuring Safety at the site.

4) Road Safety norms: All Employees of contractor including the vehicles used by them should strictly follow Road Safety Policy Balco while working inside the plant premises.

5) Work Permit: Necessary work permits (Working at Height, Hot work permit, Working in confined...
Space, Excavation, Electrical work, Working on critical equipment crane, lifts, Working on dangerous lines etc.) should be taken from relevant authority before starting such jobs. All safety guidelines mentioned in these work permits should be strictly adhered to.

6) **Height Works**: Supervisor must be present at site during height jobs or other risky jobs & take Necessary work permits. When a ladder is used an extra Labour shall be engaged for holding the Ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be Provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical). Safety nets conforming to IS5175 should be provided, if required.

7) **Electrical Works**: Strict enforcement of Lockout & Tag out system to be ensured & necessary work permits to be taken before starting of the Job.

8) **Maintenance of Safety Records & Reporting**: The Contractor should maintain applicable legal registers. Apart from the same they should maintain register of PPEs Issue, Training of employees, Accident/Injury register, & Health check-up details etc. Following information to be submitted at the end of the every month (before 3rd of next month) to the respective Safety HODs directly with copy to site in charge.

   A) Total nos. of employees =
      Working Hrs. / Days =
      Duration of contract (in days) =

   B) Status of safety - gadgets
      - Nos. of helmets =
      - Nos. of safety belt =
      - Nos. of goggles =
      - Welding Goggles =
      - Grinding Goggles =
      - General Goggles =
      - Nos. of hand gloves =
      - No. of safety shoe / gum boot =
      - Length of barricading tapes =
      - Status of warning tags (like =radiography, road blocking, no entry etc. use)

C) INCIDENT STATUS
   Name of safety representative =
   - Nos. of minor injuries =
   - Nos. of three days injuries =
   - Nos. of major injuries =
   - Nos. of fatalities (if any) =

D) INSPECTION RECORD
   - Gas cutting set & welding machine inspected on & by
   - List of hand tools updated on =
   - Hand tools inspected on & by =
   - Ladders & lifting tools inspected on & by

E) TRAINING RECORD
   No of Training Conducted & Topics Covered-
   No of People Trained with Details of Trainer-

   Signature of Site In charge
   Name of the Contractor:
   Any additional report to be submitted will be decided by our Safety HOD's at the site.

9) **Responsibility**: Ensuring Safety and prevention of any accident/incident of the employees of the contractor will be the sole responsibility of the contractor.
10) **Violation & Penalties:** In case of any violation of safety measures by the contractor or his employees will be taken seriously and in such situation our plant reserves it's right to cancel this contract and/or suitably penalize the contractor as under

11) **Damages:** Charges towards any damage of equipment/material at our site caused due to miss handling by contractor's workers/vehicle shall be deducted from contractor's bill after assessment by our Engineer in Charge. The assessment of our Engineer In charge shall be final and binding on the contractor. All of the contractor's vehicle entering into factory premises must be comprehensively insured.

12) No worker of contractor/contracting farm and the contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of the above, the contractor/contracting firm shall have to change/replace him, failing which we may terminate the contract.

13) Smoking within the battery area, tank farm, flammable material storage area & other such high risk areas is strictly prohibited. Violators of the no smoking rules shall be discharged immediately. Handling of flammable materials inside plant premises should be dealt with adequate protection so as to avoid fire & Explosion. Instruction from respective Department and Safety Department should be followed strictly for compliance of the same.

14) The contractor/contracting firm shall not deploy any person suffering from any contagious, loathsome or infectious disease. The contractor should ensure high standard of Hygiene in his workplace to prevent outbreak/spreading of contagious disease.

15) **Reporting of Accidents & Dangerous Occurrences:** The contractor shall immediately upon knowing of any accident, damage or losses in which he is involved on the site should inform the area in charge.

**HOUSEKEEPING:**

The contractor shall ensure that its employees while on BALCO premises or while carrying out their obligations under this contract, observe the standards of cleanliness, decorum and general discipline laid down by BALCO shall be the sole judge as to whether or not, the contractor and or its employees have observed the same.

a) Immediately after job completion is over the area should be cleaned.

b) The cleaning of dust, Oil Spillages, Welding butts, Metal Scraps, used nut bolts & all other scrap removal shall be in contractor's scope.

c) Handling of Scrap generated arises on account of activities or any kind of material handling will be in contractor's scope.

d) Contractor shall ensure to discharge scrap only at designated place by his own.

e) The contractor shall also participate to achieve the 5-S standards along with BALCO. If contractor will not follow the 5S.

f) **WORK TIMINGS:**

1) The Contractor shall ensure that no employee of the Contractor will enter to remain on BALCO premises unless necessary for fulfilling Contractor’s obligations under this contract. In order to maintain proper co-ordination at the plant. The workmen deployed by the Contractor shall adhere to the work timings mutually agreed by the parties. These timings may change and when required by BALCO.

2) Contractor shall ensure proper leave planning (if any) of workmen with prior intimation to EIC, Balco.

1. **VEHICLE NORMS:**

The contractor shall comply with legal statutory requirement in respect to Vehicle Emission norms, Permits, Driving License, Registration number, Insurance, Working condition of Rear Lights, Brake Lights...
Horn etc., as per Balco COC.
   a) The Contractor shall also comply with prescribed speed limit of 30 Km/Hr. within the premises of the Owner.
   b)
2. OCCUPATIONAL HEALTH & SAFETY (OH & S):
   c)
   1) The contractor shall be responsible to take all precautions to ensure safety of the labours / workers at work. The contractor will supply his labours / workers safety equipment as per rules. If you are bringing your own equipment to carryout of job inside the plant such equipment should be subject to hazard identifications and risk assessment prior to commencing of work.
   2) The persons engaged by you shall be given appropriate awareness on OH&S; those personal who will carry out jobs affecting.
   3) OH&S shall be properly trained and made competent for the job performed by them.
   4) 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 Dept. and is required to be signed by the contractor agreeing to comply with the same) Vendor¡¯s.
3. RESPONSIBILITY
   ➢ The vendor has to make his own arrangement for skilled / semi-skilled labour, tools, tackle, & any other equipment etc.
   ➢ Vendor will make in triplicate list of tools, tackles, equipment's etc. required for completing this job inside our premises.
   ➢ The list will be certified by our Security In charge at Factory Main gate before the materials are allowed inside our works.
   ➢ The first Copy of this material pass will be given to the Security In charge, 2nd Copy to the Officer responsible for the execution of work and 3rd copy to be retained by the contractor.
   ➢ Whenever, the vendor wishes to take out his any of the material brought inside by him earlier, he shall have to get item checked by the area engineer in charge as per the details certified at the time of entry. Gate Passes for outgoing Material will be issued by competent authority of BALCO
   ➢ Withdrawal of all the materials to be supplied by BALCO either from our main stores or any other places within the BALCO premises, transportation to work site and returning of all scrap to scrap yard will be in the vendor's scope.
   ➢ For electrical connection of the vendor's equipment, vendor shall have to arrange his own switch boards with fuses etc. for full care and safety as per regulations of Electrical safety.
   ➢ Vendor shall submit materials reconciliation statement for the materials to be issued by BALCO free of cost after completing the work.
   ➢ During shut-down or to meet exigencies, extra manpower free of cost , if required, shall be arranged by the vendor and the work will have to be carried out on round the clock to complete the jobs within time period allotted by our Engineers In-charge.
   ➢ All rubbish, Wastage, debris generated is to be collected and dumped in the nearest Vat/Pit or after completion of the job/ or the place as indicated by Engineer In-charge. Area to be made clean & neat with necessary brooming etc. at vendor's area of works.
   ➢ All works are to be carried out in running condition of plant. Work is to be carried out as per the requirement & BALC does not guarantee continuous work.
   ➢ All tools, tackles, lifting tools should be load tested for which photocopy of test certificate is to be produced by the party before starting of job. The vendor shall strictly follow the rules specified by BALCO while carrying out operations under the work contract.
   ➢ While carrying out operations under the contract, the vendor shall strictly adhere to the security and safety norms. The speed of the vehicles while inside the factory should not exceed the limit prescribed by BALCO.
   ➢ The vendor shall arrange to deploy the requisite skilled manpower in each shift as may be required for the smooth functioning and maintenance of the equipment and vehicles and also for discharging of other responsibilities.
   ➢ Ensuring safety and prevention of any accident / incident of the employees of the vendor will be the sole responsibility of the vendor.
   ➢ The vendor shall provide all safety PPEs to all his workers, supervisors, site in-charge & managerial staff and shall comply with all safety and statutory rules and regulations.
   ➢ The vendor should have a valid contract license.
UNIFORM: The contractor shall provide quality uniform to all the labour/staff personnel engaged by him for fulfilling contractual obligation. The uniform shall prominently carry the contractor’s name & logo and all of contractor’s personnel shall remain in uniform during duty period.

The contractor shall particularly take care of all liaising required with local civic and Government authorities only to the extent it is related to the execution of the contractor's scope of work for ensuring smooth progress of work.

Contractor shall prepare a Quality Assurance Plan and get approval by the Engineer in-charge, which will form the basis for stage wise inspections and final inspections. The contractor shall comply and ensure that its Sub-Supplier/ contractor and Consultants comply with the provisions of the Technical Specifications in connection with quality assurance and quality control arrangements in the carrying out of the Works. Contractor should maintain separate log book for recording the work done with hours of engagement and adherence to quality standards. The same will be verified by BALCO engineers every day / shift. The contractor shall also maintain log sheet to record maintenance activities, spares consumption and repairs etc. wherever applicable. Contractor's staff daily attendances should be maintained regularly wherever applicable. All such records maintained by the Contractor, its Consultants and/or its Sub-Supplier/ contractor's pursuant to such quality assurance and quality control obligations shall be made available for our inspection upon notice.

4. **Minimum Guarantee:**

   - Contractor has to execute the work as & when the same arises in all cast houses as per technical scope.

   Vehicle Required:

   - 3 Hydra as per new load indicator
   - 2 Truck
   - 1 HIWA
   - 1 JCB

   Diesel:
   - In BALCO’s scope

   Safety Requirement:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>PPEs</th>
<th>Frequency</th>
<th>Brand may be</th>
<th>Specification</th>
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<tbody>
<tr>
<td>1</td>
<td>Safety Helmet</td>
<td>Yearly</td>
<td>Udyogi, Karam (ISI)</td>
<td>ISI as per - 2925:1975, Material: PE, Cradle: 8 point plastic suspension, Weight: 400 gms[approx.], Size: 51 cm- 62 cm, Sweat band: Brushed cloth on foam, Chin strap: Adjustable with chin strap, as per EN 397, with ventilator and without ratchet.</td>
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<tr>
<td></td>
<td>Product</td>
<td>Frequency</td>
<td>Brand</td>
<td>Details</td>
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<tr>
<td>2</td>
<td>Safety Shoes</td>
<td>Half Yearly</td>
<td>Bata, Allen cooper, Favourite</td>
<td>Safety shoes with non-magnetic (FRP/fibre) toe cap as per IS-15298, high ankle, Electrically insulated, with extra protection on tongue with Velcro ISI No. 1989, Nitrile rubber sole, to withstand 300°C temperature, Barton printed leather 1.8/2.0, Black, Vamp lining, S3 DIN leather upper stitched with Kevlar thread, complete flame retardant, Impact resistance -200 J, electrical resistivity -15 Kv for one minute.</td>
</tr>
<tr>
<td>3</td>
<td>Safety Glasses (Unicare)</td>
<td>Monthly</td>
<td>Unicare,</td>
<td>BIS 5983, Ultra violet protective eye wear, provide excellent protection with deep wrap around side shields, Rugges, flexible, graphite polymer frame. UV scratch/Fog/Static resistant, light weight and lens approved as per IS. UV Protective Eyewear provides excellent protection with deep wrap-around Side shields. Light weight, contoured frame that conforms to the shape of the Forehead, offers optimal comfort &amp; protection as the light weight lenses. Ensuring all-round protection. UV / scratch / static resistant approved to IS 5983-1980 for temperature, Ophthalmic clarity and impact resistance Graphite polymer frame.</td>
</tr>
<tr>
<td>5</td>
<td>HEPA Mask</td>
<td>Half Yearly</td>
<td>Honeywell</td>
<td>MASK, RESPIRATOR; USAGE DESIGN FACE PIECE, COMMERCIAL SIZE HALF, MATERIAL RUBBER AND</td>
</tr>
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</table>
SILICON MIX; FFT: WITH FILTER (MODEL: HEPA-P100), PASSING NIOSHS P-SERIES TEST CRITERIA, THE 2091 P100 FILTER PROVIDES A MINIMUM 99.97 PCT FILTER EFFICIENCY, CANISTER, 3 INHALATION AND EXHALATION VALVE, FOUR HARNESS, TESTED AGAINST PARTICLES APPROXIMATELY 0.3 MICRON IN SIZE (MASS MEDIAN AERODYNAMIC DIAMETER) PER 42 CFR 84, PROTECTION FOR WHICH DESIGNED: SOLIDS SUCH AS THOSE FROM PROCESSING MINERALS, COAL IRON ORE, COTTON, FLOUR, AND CERTAIN OTHER SUBSTANCES, LIQUID OR OIL BASED PARTICLES FROM SPRAYS THAT DO NOT ALSO EMIT HARMFUL VAPORS, METAL FUMES PRODUCED FROM WELDING, BRAZING, CUTTING AND OTHER OPERATIONS INVOLVING HEATING OF METALS

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<tbody>
<tr>
<td></td>
<td><strong>HEPA Cartridge</strong></td>
<td>Quarterly</td>
</tr>
<tr>
<td>6</td>
<td></td>
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</tr>
<tr>
<td>7</td>
<td><strong>Hand Gloves- Nitril</strong></td>
<td>Weekly</td>
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<tr>
<td>8</td>
<td><strong>Hand Gloves- Leather</strong></td>
<td>Monthly</td>
</tr>
<tr>
<td>9</td>
<td><strong>Earplug (Sponge)</strong></td>
<td>Monthly</td>
</tr>
<tr>
<td>10</td>
<td><strong>Leather</strong></td>
<td>Monthly</td>
</tr>
<tr>
<td>Apron</td>
<td>Brand</td>
<td>Type, Seamless Natural split leather buff LEATHER APPRON 24’ width 36’ long, leather strap with buckle in neck and body</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Leather Leg Guard</td>
<td>Monthly</td>
<td>No Specific Brand Leather Leg Guard with Half Front, Material – Heavy Duty Split leather, Leather Thickness - 1.2 mm, Size: Width - 19&quot; Height - 14&quot;, Vertical adjustable Velcro straps for better fittings &amp; user friendly. (Minimum 3” wide), Inner Felt lining with additional cotton lining, Strap for Tightening Leg Guard with Shoe. 1” Width</td>
</tr>
<tr>
<td>Face Shield</td>
<td>Monthly</td>
<td>Udyogi IS - 1179, Poly carbonate FC-48 Blue Eagle ANSI 287-1 8 x 5 1/2” to be fitted in the contour of helmet</td>
</tr>
<tr>
<td>Reflective Jacket</td>
<td>Quarterly</td>
<td>Udyogi MATERIAL POLYSTER-65%, COTTON-35%, COLOR ORANGE, HEAVY MESH BLUE WITH YK BLACK ZIPPER; FFT: HAVING CERTIFIED 2 IN 3M 2925 TAPE IN 2V ON FRONT SIDE AND 2V+2H, SCREEN PRINTING LOGO PRINTED ON BOTH SIDES</td>
</tr>
</tbody>
</table>

**Duration** – 36 Month (may Vary)

**Other terms and conditions**

- PME as per form 21 will be in vendor scope
- Contract duration: Provided by Vendors
- Mobilization period: 15 days
- Housekeeping of the workplace area/ scrap generated by vendor shall be vendors’ responsibility
- Dedicated safety officer shall be deployed for the requirement.
- Special tools and tackles to execute the job will be in the vendor scope
- ESI, EPF of the operators to be deployed in vendor scope

**OPERATION ASSISTANCE AT BALCO**
Required manpower will be in Vendor scope.

Necessary Gate Pass approval shall be in Vendors scope and necessary support will be provided BACLO.

There is no provision for OT.

Required PPE to execute the job will be in vendor scope

Work will be carried out in general shift

Payment terms:

Payment shall be done within 30 days against monthly RA bills on submission of bills duly certified by BALCO engineer in charge.

Bank Guarantee of 10% of Annual Contract Value shall be submitted Before submission of Monthly RA Bills else security shall be deducted from Monthly RA bill as 5% of Monthly RA Bill & 15% of Wage Liability.

4) STANDARD TERMS AND CONDITION

1. DEFINITIONS

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

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

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

“Fees” shall mean the prices and/or rates payable by the Company in respect of the Services and/or as specified in the relevant Purchase Order.

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

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

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

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

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

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

2. **SCOPE OF CONTRACT**

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

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

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

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

3. **SERVICES**

3.1. The Service Provider shall perform the Services with all due skill.

OPERATION ASSISTANCE AT BALCO
care and diligence in a safe, competent and timely manner and in accordance with the requirements of the Agreement and/or the relevant Purchase Order. If Company notifies the Service Provider of any defect in the performance of the Services, the Service Provider shall rectify such defect at its own expense.

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

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

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

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

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

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

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

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

4. **FEES**

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

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

5. **SERVICE PROVIDER’S GENERAL OBLIGATIONS**

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

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

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

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

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

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

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

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

(b) subject to Clause 5.5, employ Indian subcontractors having the required skills or expertise to the maximum extent possible insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no such subcontractors are

OPERATION ASSISTANCE AT BALCO
available, preference shall be given to non-Indian subcontractors who utilize Indian goods to the maximum extent possible, subject to the proviso in Clause 5.6(a) above; and

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

5.8. The Service Provider shall maintain proper and accurate 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. INTELLECTUAL PROPERTY RIGHTS

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

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

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

7. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY

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

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

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

7. VARIATIONS

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

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

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

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

8. PAYMENT

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

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

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

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

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

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

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

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

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

(a) the Company makes payment of any undisputed portion of the invoice and notifies the Service Provider of the disputed amount within 45 days of receipt of the relevant invoice;

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

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

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

9. TAXES
9.1. **Definitions**

For the purposes of this Clause 9 (Taxation):

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

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


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

9.2.1. **General**

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

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

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

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

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

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

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

9.2.2. Exception to General:

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

9.2.3. Reimbursement of Taxes to the Service Provider

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

9.2.4. Pricing

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

9.3. Withholding taxes and Withholding certificates

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

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

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

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

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

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

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

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

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

9.6. Indemnity

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

9.7. Changes in Law

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

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

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

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

9.8. GST Compliances by Service Provider

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

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

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

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

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

9.9. Payment of royalty on minerals-

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

10. **TERMINATION**

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

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

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

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

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

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

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

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

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

11. CONFIDENTIALITY

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

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

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

12. NOTICES

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

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

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

13. GENERAL LEGAL PROVISIONS

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

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

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

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

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

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

13.7. Each Party represents and warrants to the other that (i) it has been duly registered and organised and is a validly existing legal entity under the laws of the jurisdiction of its incorporation and that it has full power, authority and capacity to enter into and to carry out its obligations under the Agreement and (ii) by performing the Services it will not be in breach of any other Agreement, agreement, license or permit or in violation of any law and (iii) it shall at all times act in accordance with applicable laws and regulations.

13.8. The Service Provider shall comply with all safety instructions of the Company consistent with the provisions of the Agreement including, without limitation, the safety instructions of any of the Company's other Service Providers. Such instructions shall, if the Service Provider so requires, be confirmed in writing by the Company's Representative, so far as practicable.
13.9. The Service Provider shall not be entitled, without the written consent of Company, to make any news release or public announcement concerning the subject matter of the Agreement or to refer to the Company, use its name or logo, in print or electronic forms for marketing or reference purposes.]

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

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

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

14. **FORCE MAJEURE**

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

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

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

15. **BUSINESS ETHICS**

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

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

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

OR

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

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

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

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

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

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

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

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

15.7. If at any time during execution or performance of this Agreement the Service Provider becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Service Provider must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance, Vedanta,
75 Nehru Road Vile Parle (E), Mumbai 400 099
‘Complaints’ can also be sent to the designated e-mail id: Balco.whistleblower@vedanta.co.in

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of New Delhi, India.

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

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

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

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

Other Terms and conditions

17. STATUTORY COMPLIANCES & CLEARANCES

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

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

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

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

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

18. **SUSPENSION**

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

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

20. SERVICE PROVIDER’S OBLIGATIONS/LIABILITIES

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

21. SERVICE PROVIDER’S WARRANTIES & REPRESENTATIONS

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

22. PENALTY FOR VIOLATION OF SAFETY MEASURES

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

23. **DISCIPLINE AT WORK AREA**
The Service Provider shall maintain discipline at work area. It shall keep the area neat and clean after the work is over. All the spares, waste material like oil grease etc. shall be kept at the designated area and the work place shall be cleaned after the job is over. In case, maintenance activities are found to be suffering due to non-performance by Service Provider’s employees or job negligence, suitable punitive action shall be taken by the Company for the same.

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

25. **OCCUPATIONAL HEALTH & SAFETY (OH & S):**
The Service Provider shall be responsible to take all precautions to ensure safety of the labours/ workers at work. The Service Provider will supply its labours / workers safety equipment as per the rules. If the Service
Provider brings its own equipment to carry out the job inside the plant, such equipment shall be subject to hazard identifications and risk assessment prior to commencing of the work.

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

26. DAMAGE TO COMPANY’S PROPERTY:

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

27. VEDANTA SUSTAINABILITY CLAUSES

27.1 HEALTH, SAFETY AND ENVIRONMENT (HSE) SYSTEMS

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

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

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

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

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

27.2 HAZARD AND RISK ASSESSMENT

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

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

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

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

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

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

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

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

27.4 CHANGE IN MANAGEMENT

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

27.5 INCIDENT REPORTING

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

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

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

27.6 SAFETY INTERACTION

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

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

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

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

27.8 **CARDINAL RULE**

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

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

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

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

"Report all injuries and illness.”

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

“Always follow SOP while working.”

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

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

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

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

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

27.9 PERSONAL PROTECTIVE EQUIPMENT

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

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

27.10 EQUIPMENT, TOOLS, TACKLES AND RESOURCES

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

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

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

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

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

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

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

27.11 MATERIAL SAFETY DATA SHEETS

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

27.12 WORK PERMITS

The Service Provider shall follow the site Permit to Work (PTW) system for carrying out hazardous activities that includes the following (but not limited to) activities. The Service Provider shall not perform any of such activities without obtaining and displaying the applicable work permit at the project site.
a. Hot work
b. Confined space entry
c. Working at height
d. Breaking into piping
e. Lockout / Tagout / isolation etc.
f. excavation or drilling into the ground or a concrete building slab using powered equipment
g. Hazardous substance handling, etc.
h. Excavation / trenching
i. Chemical management MSDS's
j. Any government related permit

27.13 HEALTH AND FITNESS

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

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

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

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

27.15 **HYGIENE AND HOUSEKEEPING**

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

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

27.16 **ENVIRONMENT PROTECTION**

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

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

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

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

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

27.18 **SERVICE PROVIDER ACCOMMODATION**

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

Provision of first aid, medical facilities and proper ventilation.

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

27.19 **CLEARANCE OF SITE**

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

27.20 **REMOVAL OF UNSAFE WORKERS**

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

27.21 SUBCONTRACTING

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

27.22 MONITORING

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

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

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

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

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

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