

Dear Sir/Ma'am,

Greetings of the day from Vedanta Limited!!!

**Vedanta Limited** is one of the world's leading diversified natural resources companies. The company's main businesses focus on zinc, lead, silver, aluminum, copper, iron ore, oil & gas and commercial power, while its operations span across India, South Africa, Namibia, Ireland and Australia.

Vedanta Aluminum and Power, a division of Vedanta Limited and leading producer of alumina, aluminum and commercial power in India is looking for reputed service provider for operation & maintenance of 2400 MW Thermal power plant at Jharsuguda, Odisha, India.

We kindly request you to submit clear technical and commercial bids complete in all aspects for the Operation & Maintenance of 2400 MW Thermal Power Plant as per attached Scope document.

Please submit separate bids for technical & commercial in a sealed envelope and address it to:

Anil Kumar Dubey,  
Head Commercial,  
PMO (Plant-1),  
Vedanta Limited,  
Bhurkamunda,  
Jharsuguda - 768202  
Odisha, India

You are also requested to submit soft copy of the technical and commercial bids to the following email id: [Anil.Dubey@vedanta.co.in](mailto:Anil.Dubey@vedanta.co.in)

Please note that the soft copy document shall be protected through a password to be shared separately on above mentioned mail id.

Your offer should reach us latest by **25 November 2019**

In addition to the documents specified in the Bidding documents, you are further requested to submit the following list of documents along with your bid for our reference and evaluation:

- 1) Improvement plan is to be submitted along with the bid document on how to manage and improve the work site.
- 2) MSA Due diligence with evidence.
- 3) Signed off copy of the attached standard Terms & Conditions.
- 4) Signed off copy of the attached Supplier Declaration (MSA).
- 5) Signed off copy of the attached Supplier Code of Conduct.
- 6) Signed off copy of the attached Human Right Policy.

Kindly acknowledge the receipt of this RFQ via return email.  
Please contact the undersigned for any queries.

Thanks & Regards  
Abhijeet Mohanty  
Commercial Operations  
Email: [abhijeet.mohanty@vedanta.co.in](mailto:abhijeet.mohanty@vedanta.co.in)

**Vedanta Limited**  
**Aluminium & Power**

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CIN: L13209GA1965PLC000044

**A. GENERAL COMMERCIAL CONDITION**

**A.1. RESPONSIBILITY FOR COMPLETENESS**

A.1.1. Any work/services/supplies which has not been specifically mentioned in the specification/drawing/scope of supply/work of this contract, but are essential for safe, trouble free & proper execution of this contract, are to be provided/rendered free of cost by the contractor, unless expressly excluded in this contract.

A.1.2. Any approval by us at any stage for any work by contractor/ sub- suppliers/ or their respective representatives/employees/agents shall not relieve contractor's obligations under this contract.

A.1.3. It is understood that contractor have duly inspected the site and its surroundings and have satisfied contractor as to all technical, commercial, and general condition affecting the site and the work including the nature of the ground and sub-soil, the extent and nature of the work and materials necessary for carrying out the works, the means of communication, and in general all risks and contingencies influencing or affecting the scope of this contract. Contractor shall not be entitled to any adjustment of the contract price on grounds of misinterpretation or misunderstanding under this clause.

**A.2. TAXES & DUTIES**

A.2.1. The above contract price is inclusive of all taxes and duties including GST.

A.2.2. TDS as applicable shall be deducted and necessary certificate to this effect shall be issued to contractor. In case contractor submit exemption certificate then TDS shall not be deducted.

A.2.3. Statutory variation in taxes & duties and/or imposition of any new tax/duty after the effective date of this contract shall be in Vedanta's account.

**A.3. SPECIAL CONDITION**

A.3.1. Inspection: Inspection of your services will be done by Our Engineer in charge.

"Post Payment audit: The Owner reserves the right to carry out a post payment audit and to enforce recovery, if any found as a result of such examination. The deductions shall be made for payments pertaining to this contract and with mutual consent"

A.3.2. HR Clearance:

A.3.2.1. All the documents to be submitted either in soft copy or hard copy or both as asked, for getting HR clearance.

A.3.2.2. Monthly statement and Challan of EPFO and ESIC has to be shared to VL.

A.3.2.2 Service Providers to give a detailed organogram of each manpower of the contract along with their qualification and experience, to our user head, who will approve selection/ deployment of key Service manpower. Service provider must ensure competent manpower for the job execution, through proper competency process by Safety, HR and Technical before induction of their employees in strict compliance to gate passes processes in place. obtain NOC from our HR before induction of their employees.

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Service Providers to issue uniforms as per defined standards to their employees for clear identification and to have a professional image in the company..

### **A.4. CONTRACTOR'S RESPONSIBILITY**

#### Statutory Requirement

A.4.1. Vedanta, Jharsuguda is in compliance to appropriate authority as local State Government for all the laws amendment in place.

A.4.2. The contractor shall fulfil all the statutory obligations towards Labour including, but not necessarily limited to, Payment of minimum wages Act, Payment of wages Act, Payment Of Bonus Act, Equal Remuneration Act, Payment of Gratuity Act, Contract Labour (R&A) Act, Inter State Migrant Workman Act, Factories Act, Orissa National & Festival Holiday Act, Orissa Labour Welfare Cess Act, EPF Act, ESIC Act, Employees Compensation Act, Orissa BOCW Cess Act, Orissa Shop & Commercial Establishment Act, Orissa Clinical Establishment Act, Motor Transport Workers Act, Industrial Dispute Act, Industrial Establishment ( Standing Order) Act, The Code on Wages, 2019, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, The Apprentices Act, 1961 and related state rules made there under and in the event of his failure to meet the obligations Vedanta will have full right to recover such amounts as may be due to the workmen from his payment or initiate recovery against him in an appropriate forum and settle the dues to the people. The contractor shall comply in all respect with the provisions of all Statutes Rules and Regulations applicable to the contractor and /or to the contractor's employees, as amended up to and other laws in force during currency of the contract.

A.4.3. As per the labour Welfare legislations, the Contractor should have separate code number under the schemes of Provident Fund and ESI scheme and such number should be furnished before starting the job at Vedanta site. For ESI Scheme, Regional code is mandatory.

A.4.4. Contractor should comply with Contract labour (R & A) Act & Inter State Migrant Workman Act and eligible, has to get license from the authority and should comply to all subclause of the Acts.

A.4.5. The contractor must also insure all the eligible workmen against workmen's compensation act. The Contractor shall be responsible for and shall pay, any compensation to the workman / their heirs which would be payable for injuries / accidents under the Workman's compensation Act. If such compensation is paid by the Vedanta as principal employer under sub-section (s) of the said section of the Act, such compensation shall be recovered from the contractor's pending bills or security deposit, and the balance amount, if any shall be recovered by other means deemed fit

A.4.6. The contractor shall maintain all records, registers as required under various labour legislations like Contract Labour Regulation and Abolition Act/ Rules, Industrial Dispute Act/Rules etc., which shall be inspected by the Principal Employer's representatives from time to time.

A.4.7. All the welfare facilities as per CLRA Act, ISMW Act and other applicable laws, rules, regulations, bye-laws, notifications to be ensured by Service Provider, under the intimation to the principal employer.

A.4.8. All the provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including the provisions of Vedanta's POSH policy to be complied in letter and spirit and applicable clause of disciplinary rules should be applicable accordingly.

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A.4.9. All the provisions of The Odisha State Tax on Profession, Trades, Callings and Employment Act, 2000 to be complied in letter and spirit.

A.4.10. Applicable Cess Under Odisha labour welfare Cess Act and BOCW Cess Act will be complied through obtaining registration certificate and deposit of cess within stipulated time frame.

A.4.11. Timely updation of KYC under EPF & ESIC Act to be done by Service Provider. Proper compliance has to be maintained for International workers as per EPF Act.

A.4.12. Wage of each employees has to be disbursed through bank account only on or before 7<sup>th</sup> of succeeding month positively and has to be shared to VL the details of such disbursement. No other mode of wage disbursement will be taken into consideration. Disbursement of full and final settlement of exited employees has to be done through bank accounts within 2 working days of such exit/termination.

A.4.13. Requisite Police intimation/ verification will be done by contractor for foreign nationals before induction into job location. For foreign nationals, only Employment Visa( Operational Plant) & Project Visa is acceptable, and no such Visa other than mentioned categories will be acceptable for any kind of engagement in the shop floor.

A.4.14. The contractor should not have any inquiry/ investigation pending by the Police against itself or its employees

A.4.15. The contractor shall submit a copy of PAN.

A.4.16. If the PF number is from out of state, vendor needs to intimate the same to local state department before executing the job.

A.4.17. As per HR policy we encourage leave to be enjoyed rather than leave encashment, hence accordingly Vendor should follow

### **A.5. HR COMPLIANCE CHECK LIST FOR NEW CONTRACTOR/AGENCY:**

- a) Contractor has to obtain Labour License in engagement of 20 or more workers.
- b) Contractor has to obtain Inter-state Migrant Workmen License if he has to employ 5 or more than 5 labours from outside Orissa
- c) Contractor has to submit proof of PF Code No. (Mandatory)
- d) Contractor has to submit a copy of WC policy/ ESI Code/Sub Code for Jharsuguda (Mandatory) as applicable.

A.5.1. After getting the work order, the contractor to do the following: -

- a) Request letter to Vedanta- HR for issue of Form V & VI (if applicable) for getting Labour cum ISMW License from District labour Authority.
- b) Intimate the organization structure and category of workmen (Total list of Workmen)
- c) Recruitment Process - Short List the candidates through Entry level competency process approved by HR, Technical, Safety, Security, Medical.
- d) Application to be made for gate pass along with the following documents in Soft copy: -
  - 1. Copy of Service Work order & EC Policy/ESI code/Sub Code for Jharsuguda, as applicable.
  - 2. Profile document like Education, Experience
  - 3. ESIC Temporary Identification Certificate/WC policy/GPA Policy

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4. Original ID proofs with Aadhar Card, Passport size photograph for Indian National and for Foreign National to submit Passport and Employment VISA
  5. Medical Certificate on Form 31A & 25 along with reports from registered medical practitioner
  6. Police Verification to be done online through Odisha Citizens Portal for Indian Nationals and Police Intimation for Foreign Nationals.
- e) Intimate the date of commencement of work to HR.
- f) Forward daily man power report to HR.
- g) Notice Boards to be displayed as per statutory requirements.
- h) Monthly declaration of Wage, PF and ESI data in the declaration portal.

A.5.2. The Technical-in-charge of Vedanta should not pressurize the contractor to start the job without completing above formalities.

### A.5.3. HR CLEARANCE:

- a) The Contractor has to maintain the registers as per attached following checklist, on monthly basis:

#### Description

1. Register of workmen employed by contractor (Rule 74)
2. Employment card (Rule75)
3. Service card(Rule76)
4. Wages slip (Rule77(2)(b))
5. Nomination & Declaration
6. Declaration for Bank Payment
7. Register of Adult workers (for Executives)
8. Register of Leave with wages
9. OT Slip [Rule 79 (c) ]
10. Compensatory Off Register [Rule 103]
11. Leave Book
12. Register for displacement-cum-outward journey allowance
13. Return journey allowances
14. Migrant workmen who have joined
15. Migrant workman who have ceased
16. Service certificate
17. Pass Book
18. Workmen Register
19. Bonus Register
20. Certified Industrial Employment Standing Order(for 50 or more workmen employed)
21. Monthly Challan and Statement
22. Nomination & Declaration
23. PF Inspection Register
24. Monthly PF Challan and Statement
25. PF Nomination and Declaration
26. ESIC Inspection Register
27. Accident Register
28. Grievance Redressal Committee, Register and Forms
29. Monthly reporting of no. of Grievances
30. Full and Final Settlement(Applicable Notice Pay, Retrenchment benefit,Leave encashment & Bonus pay)
31. Form B under equal remuneration Act
32. Combined Registers(FA Act, MW Act, PW Act, BOCW Act, B&CW Act, ISMW Act, OSCE Act, MTW Act, CLRA Act , IE(N&F)H Act, RECS)
33. Combined Muster Roll-Cum- Register of Wages [See rule 72 and rule 77 (2)]
34. Combined Register of Fines, Deductions for Damage or Loss and Advances[See rule 77(2) (d)]
35. Combined Register of Overtime Working and Payment [See rule – 77 (2) (e)]

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36. Half Yearly Return by the contractor - CLRA
37. Half-yearly return - ISMW
38. Combined Annual Return
39. Annual Return – Employee Compensation
40. Remittance under Labour Welfare Fund
41. Remittance under BOCW Act
42. Training Need Identification of employees and related compliance
43. Validity of Food Safety & Standard License
44. Copy of Adhaar Card
45. Total Present Days (Working Days)
46. Total Leave enjoyed by employees
47. NH/FH provided to employees
48. Total Compensatory Off Holidays
49. Total Mandays
50. DRINKING WATER FACILITY
51. REST ROOM FACILITY
52. LATRIN & URINALS
53. CANTEEN
54. WASHING FACILITIES
55. FIRST-AID BOX

**In addition to these, additional registers have to be maintained as & when applicable under various acts.**

- A.5.4. The Contractor has to do the following before applying for HR Clearance for payment of bill :-
- a) Intimate Vedanta -HR the date of payment of wages.
  - b) He has to pay the wages on or before 7th of every month as applicable.
  - c) He has to deposit contribution of PF & ESI on or before 15th of every month & produce online statement.
  - d) Submit the documents for internal audit every month as per above mentioned checklist (list of documents) :-
  - e) HR Clearance/Observations will be given on basis of the audit.
  - f) All registers to be inspected and signed by DLO on monthly basis.
  - g) Penalty will be levied depending on the degree of non-compliance as observed by the CMMS Team.
  - h) CMMS team will give HR clearance if the contractor has complied with all statutory requirements. In case of non-compliances, an audit observation report to be given to the contractor to comply within seven days.
  - i) A Service Provider engaging 50 or more work man need to have certified copy of standing Orders and grievance redressal mechanism as per Industrial dispute act and form a committee for prevention of sexual harassment at work place as per supreme court guidelines.
  - j) Service Provider need to comply with all statutory welfare provisions as applicable under The Factories Act, CLRA and ISMW Act.
  - k) The Contractor has to submit the following returns to statutory authorities: -
    1. Half Yearly Return - CLRA, ISMW Act, ESIC Act.
    2. Annual Return - EPF, CLRA, ISMW, Minimum Wages, Payment of Wages, National Holiday, Maternity Benefit, Employee Compensation, ESIC Act, WC Act, Payment of Bonus.

**In addition to these, additional returns under any such act if applicable have to be filed as & when applicable.**

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### A.5.5 PENALTY:

1. PF and ESI Contribution: Rs. 5000 will be penalized for delay remittance of PF/ESI.
2. Payment should be done as per punching: Average of minimum wage rate will be deducted for each negative mandays. The same rate will be revised as per the amendments.

### **A.6. CONTRACT MANPOWER: ADHERENCE TO LAID RULES & CONDUCT**

A.6.1. The contractor will be independent contractor and not an employee or an associate of the Vedanta. Similarly, persons employed by the contractor to carry out work assigned to the contractor will be the employees of the contractor and will not have any employee/ employer relations with Vedanta.

A.6.2. The contractor shall provide complete details of the employees/ worker/ staff that the contractor proposes to deploy for execution of this contract. Contractor shall provide an organization chart with details of roles & responsibility of the employees. In any case the contractor cannot deploy manpower more than that stipulated in the technical scope. The contractor 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. If required, The contractor will arrange proper trainings for its employees before or during execution of such job.

A.6.3. During the currency of the contract in case any of the contractor's employees/ workers/staff have to be replaced then the contractor will ensure that the new incoming employees/ worker/ staff of the contractor is as equivalent or better qualified & more experienced than the out-going employee so as to ensure that quality of service is maintained.

A.6.4. The contractor will devote his undivided attention and time to the work entrusted to him by Vedanta and work diligently to the full satisfaction of Vedanta. The services shall be of good quality and in accordance with good practices.

A.6.5. The contractor shall be responsible and liable for payment of salaries, wages and other legal dues of the employees employed by the contractor for purpose of rendering the services required by Vedanta under this agreement. The contractor shall maintain proper books, accounts, records and documents and comply with all statutory rules and regulations, which are applicable to the Contractor for the fulfilment of the terms of this agreement.

A.6.6. All general medical care, hospital treatment/ expenditure in case of any injury to the contract workmen arising during the course of employment would be borne by the contractor. The contractor will be solely responsible for any misconduct or behavior of the persons provided by him.

A.6.7. The contractor's employees shall always be under contractor's direct control or supervision and the contractor shall be free to transfer its staff in accordance within its need provided that the contractor ensures the fulfilment of its obligations under this agreement. The contractor shall, as the employer, have the exclusive right to terminate the services of any of its staff employed to fulfil the contractor's obligations under this agreement and to substitute a person of equivalent qualification and experience

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instead. And any such legal disputes arising out of such transfer or termination of The contractor's employees, the contractor is solely responsible for it. And any such liability arising out of such dispute will be borne by Contractor only.

A.6.8. The contractor shall not do in or about premises anything, which in the opinion of Vedanta may be or becomes a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of Vedanta.

A.6.9. The contractor shall not do any act in or about Vedanta premises anything whereby any policy of insurance taken out by Vedanta against loss or damage by fire or otherwise may become void or avoidable. The contractor shall be liable for and make good any damage caused to Vedanta properties or premises or any part thereof or to any fixtures or fittings thereof therein any Act, omission default or negligence of the Contractor and its employees or agents.

A.6.10. Passes will be arranged by the contractor for all his workmen. All workmen of the contractor should carry their passes when on duty. All the contractor workmen should produce their passes to any security authority as when demanded. Security Staff will have the right to question/ check workmen who involve in any type of activity, which would cause damage to any property / materials of Vedanta.

A.6.11. The contractor shall ensure all the vehicles / equipment deployed are in sound condition, well maintained and equipped with permits and certificates required complying with the rules and regulations laid down by the government authorities and local authorities.

A.6.12. The contractor shall ensure that all his men and vehicles engaged in the execution of the work comply with the rules laid by the company.

A.6.13. The contractor shall abide by all the existing statutory requirements and ensure to take adequate steps to maintain all the relevant statutory rules that may be revised from time to time within / during contract period.

A.6.14. Contractor will be responsible for the security of all the materials /equipment's

### **A.7. SAFETY**

A.7.1 The Contractor 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, and the environment. The detail safety instructions and guidelines can be collected from the Engineer/Manager in charge and the Safety Heads of respective area.

#### **A.7.2 COMPLIANCE TO SAFETY RULES & REGULATIONS:**

Contractor shall be responsible for and shall follow safety Act & rules under the provision of factory Act 1948, Orissa Factory rules 1950, Indian Electricity rules 1956, Gas cylinder Rules 2004, Petroleum Act 1934, etc. as amended up to date and other statutory safety rules & regulations in force during continuation of the contract.

#### **A.7.3 COMPETENCY MAPPING AND SAFETY TRAINING:**

All contractual employees entering the plant must undergo competency mapping. Concerned Technical department representative along with Safety and HR shall carry out the Competency of the proposed



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person based on the requirement of the contract and work. This team shall evaluate the Experience / Qualification and attitude of the said person. Based on the evaluation, the concerned person shall be declared as competent or incompetent. Once declared as competent, the contractor employees must undergo Safety, Health and Environment Induction training. Once the Induction training is given, clearance from the safety department will be given for processing the Gate Pass. Without Safety Clearance, Gate Pass cannot be made. The contractor shall then apply for Gate Pass with all relevant documents including medical. (This clause indicates the safety procedures of Gate Pass and not the entire process)

Once the gate pass has been made, the concerned person shall undergo SBU / Department specific Safety and Hazard training. Once this is done, proper training regarding the SOPs, SMPs, SWPs and HIRADeC shall be given by the area in charges and area safety officers. - The Job specific training shall be minimum a week including all SOP/SMP/HIRADeC awareness with Pre and post Tests questionnaire. The contractor will ensure that Job Specific Safety training is provided to their employees from time to time by providing them the knowledge about the Occupational Hazards and their countermeasures. Contractor must undergo training as per training module prepared by concerned department. Competency Assessment shall be carried out by Vedanta once every year under which Category D Employees shall be replaced with competent employees. Also, a competency development training program shall be arranged by contractor for upgrading the competency 'C' employees.

Supervisors being appointed by the contractor shall be minimum Graduate in science with adequate experience in the said field of work. They should have basic knowledge of safety and should be conversant with the language of the people they are going to supervise.

Competency certificates (Experience and/ or statutory qualification) for welders, Riggers, electricians, Heavy earthmoving machine operators/drivers and other such specialist workers, shall be submitted by each contractor to the respective department HODs. For multiyear contracts, competency assessment and refresher training has to be done minimum once every year from starting the job.

### A.7.4 PPEs:

Contractor shall provide all necessary safety apparatus as applicable for the work area, like safety shoes (Nitrile - Hot Areas / PU - Non Heat Applications), safety Helmet, Safety goggles, respirators, dust masks, ear plugs, hand gloves etc. to all the employees. All personal protective equipment (PPEs) should be of ISI grade conforming to recognized bodies (certified by EN/CE/NIOS/CLI) standards. Some standard examples are:

- a) Safety Helmets as per IS 2925 - Colour Yellow (for all business partner employees)
- b) Good quality leather safety shoes (PU/Nitrile) as per IS 10348; 1982 / IS 5882 / 11225; 1985 for (women workers). Shoes should be electrical resistant
- c) Double Lanyard Full Body Safety harness as per IS 3521, with SH 40 hook for workers working at Height more than 1.8 M. Polypropylene Lanyard is banned. Lanyard should be removable for anchoring retractable block.
- d) For welding PPEs such as Apron (as per IS 6153), Welding Google's (as per IS 1179), Face shield, Leather Gloves & elbow guards should be used.
- e) FR (Flame Retardant / Resistant) Jean Jacket, Cotton Pant, Cotton Shirt & Cotton apron in hot zone area to be used. No entry with synthetic cloths will be permitted.
- f) Nitrile shoes should be used in Hot areas (Bake oven Furnace area, Rodding Furnace area, Pot line and cast house)
- g) Only full sleeves shirt (Non synthetic) is allowed during work.
- h) Aluminium Splash Protection Clothes (Certified D3 / E3) for work in Pot Room and Cast House shop floor where there is possibility of molten Aluminium splash.
- i) Women Workers are not allowed to use Saree in Shop floor. They should use proper safety attire while on the shop floor or other locations of work.
- j) Aluminium / Leather Leg guard as per requirement for work in Pot Room and Cast House shop floor where there is possibility of molten Aluminium splash and in areas where possibility of material ingress

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in shoes is existing

k) Appropriate respirator for Painting work to be provided. Respirators for standard make preferably 3m to be provided to workers in locations where respirator are mandatory. Respirators should be half or full face as per requirements.

l) Chemical resistant apron as per IS 4501.

m) Good quality ear plugs and / or ear muffs as per IS9167.

n) Good quality Safety Goggles, Dust mask & area specific applicable respirators as per IS 8522, (HF respirators for Pot Room, HCL respirator of HCL Acid handling, Ammonia Respirator for Ammonia / dross Handling) to be used. These respirators should be Checked and approved by our Safety Department.

o) Gumboots as per IS 5557, for the activities involving water logged areas.

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 Guidelines on brand and Quality of PPEs will be final. PPEs should be as per the PPE Matrix of the said work for a particular department. The PPEs used by the Contractor shall be equal to quality to that being used by Vedanta Limited employees. The helmet of the concerned contractor to have the LOGO of the respective company.

The contractor shall provide at least two sets of Cotton Fabric Uniforms (preferably overall) with contractor agency logo on left pocket area. It should be ensured that the uniform has reflective strips at appropriate positions in case of overall and two sets of good quality reflective jackets with reflective strips is provided in case of shirt & pants. Colour of the uniform shirt shall be red with blue in given format and pant will be blue stretchable denim. The specifications with colour shall be finalized beforehand with Vedanta safety department

In addition to the above safety PPEs, the business partner shall understand the work requirements for the PPEs beforehand and get the same approved by the safety team.

A.7.5 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.

A.7.6 All Contractors in department should follow PPE matrix provided by Vedanta

### A.7.7 WORK PERMIT:

Necessary work permits (Hot Work / Cold Work / Entry of vehicle in Hydro Carbon area / Hydra work) along with necessary Certificates (Height Work, Confined Space Entry, Isolation, Isolation record sheet, Excavation) should be taken from relevant authority before starting any job. All safety guidelines mentioned in these work permits should be strictly adhered to. Permit is taken through online systems. Access permission shall be given on request. Work Permit is applied and received online. Contractor has to comply with this system. Necessary access and authorizations shall be given to contractors if required. The authorized persons for Permit receiving System if required-shall be Supervisor and above and they have to undergo mandatory 3 Hours PTW Training through Vedanta Safety department.

### A.7.8 STANDARD OPERATING PROCEDURE / STANDARD MAINTENANCE PRACTICE / SAFE WORK PROCEDURE / HIRADEC (HAZARD IDENTIFICATION RISK ASSESSMENT DETERMINING CONTROL):

Any work which is to be carried out, must have a SOP / SMP / SWP which has been made as per defined Vedanta Guidelines and approved by the respective authorities. For all such SOP / SMP / SWP, Proper Hazard analysis must be done in the form of HIRADeC. No work shall be carried out without a valid approved SOP / SMP / SWP and associated HIRADeC. - "All jobs to be started only after job specific Tool Box Talk meetings wherein all points of SOP/SMP/HIRADeC are covered with all the workers involved in the job

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### VEDANTA SAFETY STANDARD REQUIREMENTS:

#### A.7.9 WORK AT HEIGHT:

All associate partner employees working on site where Height work is being carried out need to have safety Height Pass including the supervisors and any other person involved in any way in the said work. Medical Fitness is mandatory for people required to work at height and must include conditions such as vertigo or illnesses that may affect the person or the work. The frequency of medical testing must be determined by a risk assessment. Persons who work at height must be trained and certified as competent. Supervisor must be present at site for the duration the height jobs or other risky jobs & take Necessary work permits in co-ordination with Vedanta Shift In charges.

Suitable scaffolding (as per Indian Standard) should be provided where ever required and for all works that cannot be safely done from the Ground or from solid construction. Sample scaffolding to be erected and approved by approved scaffolder for further implementation. Use of Ladder as a platform is strictly prohibited. Where ever a ladder is being used, an extra workman /contract employee shall be engaged for holding it. The ladder shall be placed such that the ratio of distance of the base from the supporting structure to the height where the Ladder is anchored to the support shall be 1:4. Safety nets conforming to IS 5175 should be provided, if required. Wooden scaffoldings (made of Bamboo, etc.) are NOT ALLOWED. In no case single pole scaffold shall be permitted where workers are required to carry out the job while standing on pipes. Proper platform to be made as per standards in the form of double pole scaffolds. The Contractor shall have Work at Height Rescue Plan with his employees fully trained and certified (internally / externally) in such activities.

Necessary PPE like Full Body Harness with double Lanyard, Fall Arrestors, Retractable Safety Belts, Life Line, safety nets, etc. as per requirement shall be of the Top most quality and must be pre-approved by the safety department. Safety harness and rope made of Polypropylene rope is not allowed inside Plant. Daily inspection of the life protecting PPEs and checking by competent authorities as per statutory requirement must be done by the contractor. Necessary certificates covering statutory requirements must be made available whenever required. Check sheets to be maintained for daily inspections.

1. A full body (Class 3) harness, heavy duty, with leg straps with double lanyard. Before using this, valid manufactures certificate (Conforms to IS, BS EN, ANSI standards like IS 3521, BS EN 363, EN 358 OR ANSI Z 359) is required. Other than Polypropylene Lanyard should be used in site.
2. wherever chance of electrocution is there in work at height, FRP scaffolding / FRP ladder/ die electric nonconductive full body harness must be used. Special Dielectric D-Rings and all metal adjustment buckles should be equipped with insulated covers to make it completely electrically insulated.
3. Lifelines are to be installed or modified only by Qualified Installers. Lifelines shall be designed and installed so that they can support 5000 lbs. (2300kg) per person. Lifeline should be recertified by competent person in every 12 months.
4. Man lifts/Scissor Lifts/Bucket Trucks when working from man lifts, scissor lifts, bucket trucks, or other similar equipment, tie-off is required. Most such devices have internal tie-off points, and these should be used. All legal documents like fitness, PUC, insurance, road tax validity is required.
5. Fall protection for tool (Like Quick spin, quick ring attachment, D ring cord, D ring attachment, Tool clinch attachments, Connectors) is required during working at height.
6. Avoid workers having to go on the roof at all by adapting a method that allows profiled roof sheets or roof lights to be replaced from underneath using a suitable work platform – this may involve the use of adapted roof fixings, available from materials suppliers. If the work cannot be done from underneath and workers need access to the topside of the roof:
  - 6a. use a mobile elevating work platform (MEWP) that allows people to work from within the basket without standing on the roof itself. If access onto the fragile roof cannot be avoided, mitigate fall distance and consequences;
  - 6b. install perimeter edge protection and use stagings on the roof surface to spread the loads;
  - 6c. ensure all the work and access stagings or platforms are fitted with guard rails;
  - 6d. if this is not possible, install certified safety nets underneath the roof & use a harness system. Horizontal life line system or anchorage point certified by the competent person should be installed at the

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top of the roof for anchoring the safety harness and

6e. Where harnesses are used, make sure they have adequate anchorage points and they are properly used – through appropriate discipline, training and supervision

### GUIDELINES FOR WORKING AT HEIGHTS

1. When working on elevated surfaces or height more than 1.5 meter.
2. Wherever there is a possibility of a fall that could result in injury, good judgment is necessary to ensure that adequate and proper protection is worn when required. The following are some typical examples, illustrating where a safety full body harness should be used.
3. Elevated working positions where the risk of a fall exists and where there is no physical protection such as handrails. This does not include normal work on low stepladders, loading platforms with fixed handrails, or similar locations.
4. Working near unprotected roof edges or on sloping roofs.
5. Working on open steel, form work, piping, or equipment.
6. Working on incomplete scaffolds, suspended stage or other type of suspended scaffolding.
7. Besides the use of a safety full body harness, there is also a need to eliminate the hazards.
8. The contractor shall use travel restraint instead of fall protection to prevent the fall from ever occurring
9. Where working at height is identified as increasing the risk of injury due to health concerns such as epilepsy, vertigo, high/low blood pressure or muscular skeletal conditions then height pass must be taken from the first-aid center for height work.
10. For all work at Height jobs above 6M (where fall protection is used) there should be a Rescue plan and rescue team should be available in site.
11. Rescue of person post fall will be the responsibility of the business partner

### A.7.10 ELECTRICAL SAFETY:

All associate partner employees working on site should undergo basic electrical hazard training from SBU/dept. Training will be given by SBU/dept. electrical in charges. All electrical work must be executed by competent personnel in accordance with governing regulation, code, design criteria and safe work procedures. All Electrical contractors should have electrical contractor license and all Electrical engineers should have supervisory license which is approved by Odisha govt. All Technicians should have valid license which is approved by state govt. Live Electrical work permit should be used for all online jobs. All PPEs mentioned as per live work SOP should be used during execution of job. All Welding Machines taken inside plant should have Inbuilt VRD (Voltage Reduction Device)

Single phase welding machines are not allowed in plant premises

Mandatory use of Arc Protection Suit / Conductive suit (Appropriate to voltage handled) for work on electrical systems for both LT & HT to be ensured. Electrical gloves for low voltage application to be used along with other safety equipment. Any personnel involved in Electrical Work shall be certified as per IE rule.

For welding, insulated gloves must be work beneath the Heath Resistant Leather gloves. For work in areas having electrical hazard like (-3M) of Pot Room, relevant Electrical gloves to be used beneath Heat Resistant Gloves. Shoes should be with electrically resistant sole. Duty Electricians / Artisans must be appropriately trained in Electrical hazards, emergency fire and first aid response.

Electrical safety devices such as earth leakage and overload protection shall be installed on all final distribution circuits and the settings established by qualified personnel. All Welding Machines shall be approved prior to entry in Plant. Welding Machine Operation Checklist must be filled before each work Start. Welding machine equipment checklist must be filled from time to time (Minimum once every 3 months) in presence of concerned electrical engineer and safety officer. Welding machine must be fit with ELCB at the source and at the machine. All other mandatory requirements as per welding Machine Check Sheet to be fulfilled. Welder must be certified ITI.

All electrical Hand tools should have ELCB at source with rating 30 Ma. Electrical Hand Tool checklist must be filled before work start. Electrical connections to be taken by only authorized Electricians. All

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Portable Power tools should have Quarterly Fitness tag which is to be approved by Vedanta electrical in charges Power tools stickers should be printed as per format provided by Vedanta.

### A.7.11 LOTOV (LOCKOUT TAGOUT & VERIFICATION)

Strict enforcement of Lockout & Tag out system to be ensured as per Guidance Note GN 20 Lock-Out Tag-Out and Safety Performance Standard (Isolation) to be done. Necessary work permits to be taken before starting of the Job. Isolation record sheet to be filled and Isolation certificate to be obtained from, authorized person

Isolations to be done by relevant and approved Isolating Authority only. Eleven steps of isolation process to be followed to carry out any isolation. The contractor shall maintain personalized LOTOV system with each worker having separate locks. Name and photo of each person will be pasted on Personal Lock.

### A.7.12 CRANES & LIFTING

All Lifting tools, tackles, machines & mobile equipment like cranes, forklifts, etc. should comply with Safety Standard & should have valid test certificate as per Orissa Factory Rule 1950 and maintained as per the prescribed guidelines. A list of all lifting machines, tools and tackles along with copy of test certificates must be submitted to concern Safety Head before taking into use. All Lifting Tools & Lifting machines should be Quarterly colour coded as per format provided from Vedanta. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should oversee any hoisting machine including any scaffolding, winch or give signals to the operator.

The below mentioned things to be ensured.

- Mobile Crane Age (must be less than 10years)
- Mobile Crane must be fitted with SLI/Automatic safe load indicator which conforms to BS7262 or equivalent international standard
- Testing calibration certificate of SLI (Safe load indicator) /LMI (load-moment indicator) & Safety device such as safety relief valves, balance valves, brake valves - certified by OEM or authorized representative.
- NDT certificate for all load bearing parts of all types of lifting machine and tools and tackle from competent person/authorized person
- Crane operator valid CNEQP license.
- Crane operator and rigger must have valid certificate for authorized to operate the crane from its manufacture or from the agencies certified from Vedanta.
- Preventative and Brake down maintenance records from the date of first use.
- Correction evidence for noncompliance points observed by 3rd party and Vedanta representative at contractor's location before mobilization with a documented and recorded preoperational checklist (Anx-02 for mobile crane and Anx-01 for Hydra)
- A register of cranes and lifting equipment must be established that records all maintenance history which will begins once the crane has mobilized on site and these records are to be maintained by the business
- Reverse camera and record information device.
- Availability and functioning of Anti Two Block devices (Over load and over hoist limit switch) both alarm and auto cut-off required
- Availability and functioning of wind speed indicator (anemo meter)
- Record of all lifting tools, tackles, lifting machines, hoists & lifts to be maintained in a Register as per Rule 55 C of Orissa factory rule.
- All Lifting gears to be marked with Identification No, SWL, Test Date & Due Date of test.
- Annual & half yearly inspection as applicable to be carried out for all lifting machines, chains, ropes, & lifting tackles by competent person as per Rule 55-(E) & Rule -55 (I) of Orissa factory rule & Record to be maintained as per Orissa factory Rule 55-(C).
- Half yearly inspection to be carried out for all hoists & lifts by competent Agency. Record of the same to be maintained as per Form 7A of Orissa Factories Rule.
- Quarterly inspection color coding to be carried out by respective Agency /Department. (Q1-Green; Q2-Blue; Q3-Yellow; Q4-Orange, Rejected-Red).
- Physical verification to be done at site for all lifting tools, tackles, Slings & ropes by respective agency as per checklist.

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- Periodic maintenance of All Lifting tools & tackles to be covered under Preventive Maintenance schedule of the plant.
- Forklifts /pallet trucks to be tested annually and record to be maintained.
- All Lifting machines to be painted, fitted with fluorescent stickers (both front & back) & maintained in good condition with daily checking register by the drivers.
- EOT cranes should have at least one independent escape route and shall be provided with Warning/alarm devices while in operation. Standard hand signals to be displayed and training to be provided to the operators, riggers & signalers.
- All hooks shall be provided with spring retainers/latch.
- The site is recommending zero pick and carry equipment (e.g. – hydra) usage. "Mobile crane like Hydra is strictly prohibited for shifting the materials. Mobile cranes can only be used for lifting the loads by deploying Outriggers. All mobile machinery like cranes shall comply with run over protection as per standard attached. Also, all cranes to have clear marking of SWL in bold letter on different height of Boom, a display of load chart, copy of test certificate & aboard mentioning the details of Equipment no, SWL, Testing Date, Due Date of testing. If Mobile Crane is not fitted with outriggers, then alternate machines / equipment to be used
- Hydra is not allowed inside Vedanta Premises for Lifting or shifting materials.
- No crane shall be moved ("marched") with a load suspended. Any "pick and carry" operation must undergo a specific risk assessment of the dynamics of the load and crane during the planned travel
- Crane with a safe working load beyond 15T shall be fitted with rated load indicator.
- All lifting tools and tackles shall comply with BIS and applicable reference standard number to be quoted for each equipment.
- Any incident of failure/breakdown to be properly investigated and recorded.
- Pre-employment & periodic medical examination including Audiometry & Color blindness test to be carried out for all EOT crane operators & drivers of lifting machines (Cranes, Forklift, Hencon, ATV, PTM, MTV etc.) & record to be maintained.

### A.7.13 VEHICLE & DRIVING

All Employees of contractor including the vehicles used by them should strictly follow Road Safety Policy for our Jharsuguda site while working inside the plant premises. Contractor drivers constantly driving vehicle(s) at Vedanta should undergo Defensive driving training. All contractors should provide transportation facilities from main gate to working dept. Transportation of People shall not be done in pickups / other material carrying vehicles (Where proper seats are not provided). Proper seating arrangement for people with seatbelts shall be done. Side sitting not allowed in any kind of vehicles and all seating arrangement should be front facing with seat belt. All passenger vehicles should have compulsory seat belts.

Usage of Two wheelers strictly Prohibited inside plant premises (Beyond main gate / Banjari Gate) All business partners to provide transportation facility to their employees up to the work locations.

Contractor shall deploy only fit vehicles as per approval of safety department (as per VL standards - ref - Fleet Safety Policy) for works inside plant. Tractors are not allowed inside plant premises for material shifting and other activity. Selection and checking of All technical vehicles to be approved by Vedanta Safety Department representative before entry through main gate. All vehicles must install reverse alarm. Pre startup check sheet to be filled before each operation / shift as applicable

Speed regulation of vehicles to be done as per Policy. Contractor deputing Mass Transportation shall fit GPS Based Vehicle Tracking system in the vehicle and access for the same to be provided to Vedanta Safety department for monitoring. Penalty as per policy shall be imposed for on road violations. Penalty as per contract shall be imposed for Notices.

Movement of Trucks from 2:00 am to 05:00 am is restricted under the Fatigue Management Policy and should be adhered to for giving some rest to the drivers. Admin vehicle drivers are not allowed to drive more than 12 hours within a 24 hours period (short tea breaks every 2 hours must be adhered to by all drivers).

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All drivers must take compulsory rest after continuous driving of 4 hours. All Transporter and Admin vehicle transporter to comply the Medical fitness of driver as per Vedanta requirement. All transport vehicle to comply 100 % PPE and Wheel chokes for the vehicle and driver

### A.7.14 MOLTEN MATERIALS

All Employees of contractors who are exposed to molten material should undergo molten material exposure training and they should follow Vedanta Molten material safety standard. Employees operating mobile equipment used for handling molten materials shall be trained and authorized as competent by the business. All molten material handling equipment including cranes and associated rigging hardware must have valid load tests certificate signed by a competent authority including recertification if configuration is changed. All molten material handling equipment must have necessary safety devices, fail safe devices and interlocks. A warning device (a Bell, Horn, Siren or a flashing light) is required to be activated whenever mobile equipment is handling molten materials

Correct PPE usage shall be mandatory for molten material activities and may include helmet, face shield, leather gloves, balaclava, toe guard, high ankle safety shoes and fire-retardant clothing. Fire retardant clothing shall be provided for any person entering an area where there is a potential for exposure to molten materials;

Aluminium Splash Protection Clothes (D3/E3 certified) for work in Pot Room, Cast House & Rodding shop floor where there is potential of molten Aluminium splash. Aluminium/Leather Leg guard as per requirement for work in Pot Room, Cast House & Rodding shop floor where there is potential of molten Aluminium splash and in areas where potential of material ingress in shoes is existing.

### A.7.15 CONFINED SPACE

All Contractor employees who are undergoing Confined space entry jobs shall be fully trained and certified. Gas testing Person for confined space should be trained and authorized, confirmed competent in accordance with Documents. Competency, Training and Awareness Standard and Guide. Contractors' personnel who will be involved in the entry must also be fully conversant with the description of work, hazards and sequence of work.

The following precautions shall be observed when using temporary lighting:

- Confined spaces, which have been certified gas free but where flammable residues could remain, may be illuminated as above; or by extra low voltage (24V ac) portable lighting equipment, approved for use in a Zone 1 (Division 1) area.
- For all confined space jobs exposed person should have confined space and stand by person pass. Permit to work should be followed before execution of job with adequate risk assessment.
- Rescue Plan and resources for the same shall be in business partner's scope

### A.7.16 EXCAVATION, TRENCHING & DEMOLITION

Necessary work permits to be taken before any Excavation & Demolition work. At least one ladder to be provided every 50 Meters throughout the length of any trench which is 1.2 meters or more in depth. Ladder shall be extended from bottom of the trenches to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

For all excavation, concerned permission from Utilities / Rectifier / Fire and the affected area authority to be taken before permit approval. Before any demolition work is commenced and during the progress of the demolition work:

- a) All roads and open areas adjacent to a work site shall either be closed or suitably protected

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- b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe. All necessary personal safety equipment as considered adequate by the Engineer-In-Charge should be kept available for the use of the persons employed on the Site and maintained in condition suitable for immediate use, and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

### A.7.17 PRESSURE VESSELS

All Pressure vessels should comply with Safety Standard & should have valid test certificate as per Orissa Factory Rule 1950 and maintained as per the prescribed guidelines. A list of all such Pressure vessels with copy of test certificates must be submitted to concern Safety Head before taking into use.

The Pressurized Gas Cylinders if brought by the Contractor inside Plant Premises, should have all relevant documentation and the cylinder should be properly colour coded and tagged. Transportation of Gas cylinders to be done as per statute. Horizontal transportation is not allowed. Cap is mandatory for transportation and storage of cylinders.

All Pressure vessels to have a clear marking of Safe Operating Pressure & to be operated below the Safe Operating pressure at all-time complying with the Guidelines. This requirement applies to Alumina Bulklers also as they are pressurized.

### A.7.18 SAFETY OFFICER

Depending on the type of work, the contractor will have to keep full time qualified & experienced (minimum 5 years) Safety Officers with qualifications as per Orissa Factory Rule, 1950. Other contractors should appoint a safety supervisor/co-coordinator for coordinating safety activities with company safety office. In case the contractor feels that a safety officer is not required, the same to be certified by the Safety Department Head.

As a general Guideline, Contracts below 100 manpower to have a dedicated Safety Supervisor (minimum Graduation and relevant experience in the field) whereas contracts with 100+ manpower shall have minimum one dedicated Safety Officer for the first 100 and then an additional safety officer for every additional 100 workers or a fraction thereof. The safety officer should be with required qualifications and experience as per Indian Factories Act & Rules. In none of the cases the Safety Officer/Supervisor shall be deployed with responsibilities other than Safety. He shall be reporting parallel to Vedanta SBU Safety officer. Number of safety officers may increase depending upon scope, type location & extent of work.

For critical works business partners deploying less than 100 people may also have to deploy qualified and experienced safety officers. This shall be finalized by safety and technical department.

### A.7.19 HOUSEKEEPING AND WASTE DISPOSAL

The contractor shall keep all work areas clean and free of trip hazards. All waste materials are to be disposed of daily in dustbins or waste dumpsters. The contractor shall coordinate with the Vedanta authorized person on where waste is to be disposed.

### A.7.20 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 checkup details etc. Following information to be submitted at the end of every month (before 3rd of next month) to the respective Safety HODs directly with copy to site in charge.

A. Total nos. of employees =



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- 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 HODs at the site.

#### A.7.21 RESPONSIBILITY:

Ensuring Safety and prevention of any accident /incident of the employees of the contractor will be the sole responsibility of the contractor.

#### A.7.22 VIOLATION & PENALTIES:

In case of any violation of safety measures by the contractor or his employees, action 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

1. Yellow Notice for Low Severity Violations / Non-Compliances - Penalty: 5000/=
- 2 Red Notice for High Severity Violations / Non-Compliances - Penalty: 10000/=
- 3 Violation of Road Safety norms (As per policy). 500/= per violation & Ban
- 4 Non availability of Gate pass at site - Penalty: 500/=
- 5 For any accident due to the negligence of the contractor/ contractor's deployed agencies/ workers or sub-contractors
  - 5a. Fatal Accidents - Penalty: Lesser of 10 Lac or 50% of total Contract Value
  - 5b. Major/reportable accident (Permanent Disability) - Penalty: 500000/=
  - 5c. Reportable accident (Non-Permanent Disability) - Penalty: 50000/=

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5d. First Aid Injury - Penalty: Up to 5000 depending upon severity

5e. Medical Treatment Injury - Penalty: 5000/=

### A.7.23 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 the contractor's vehicle entering factory premises must be comprehensively insured.

A.7.24 No worker of contractor/contracting firm and the contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises or entering the site under the influence of alcohol or narcotics. 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.

A.7.25 Smoking within the battery area, tank farm, flammable material storage area & other such high-risk areas is strictly prohibited. Disciplinary action leading to suspension or termination from duty will be taken for people violating No smoking rule. Handling of flammable materials inside plant premises should be dealt with adequate protection to avoid fire & Explosion. Instruction from respective Department and Safety Department should be followed strictly for compliance of the same. Beside the potentially hazardous areas, no smoking is not allowed indoor.

A.7.26 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.

A.7.27 Reporting of Accidents & Dangerous Occurrences: The contractor shall immediately upon knowing of any accident/incident, damage or losses in which he is involved on the site should inform the area in charge. The contractor shall not negotiate, pay settle, admit or repudiate any claim without the consent of our company management. Apart from the reporting, the contractor representatives should organize to show the victim to Company First Aid centers immediately upon noticing the same. Disciplinary action will be taken upon notice of Hiding of any incident.

A.7.28 All associate partners are expected to report Unsafe Act / Unsafe Condition / Near Miss Reporting and carry out BBS for their employees. Also, regular activities include PPE Compliance, Tool Box Talk compliance, Training, etc. This performance of the contractor shall be evaluated in the safety score card for the month.

Leading indicators are one of the most crucial part of the safety performance of any associate partner. Leading indicator performance highlights the safety practices that the associate partner is following to ensure that there is no ill event on site while working. Various leading indicators as mentioned above are derived from the practices that we are following in Jharsuguda location. This score card will be filled by the Vedanta Team will be linked directly to 5% of the associate partner's monthly billed value. Payable amount of this 5% will be released based on marks obtained by associate partner as a percentage of the score obtained i.e. – (Score in %) X (5% of Monthly Billed value) = payable amount for the month.

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A.7.29 HSE score card to be submitted to the Safety Department as per the following guidelines in prescribed format

Company / Contractor Health, Safety & Environment Performance Index/Scorecard

Name of the Plant Unit, Department

Month / Year

Company Name & Work Order No

### POSITIVE MARKING:

1. Qualification, Experience & skill of contractor workforce with Supervisor's competency & Safety officer qualifications (if applicable) - to be rated by: Area In-charge & Area Safety Officer - Max Marks: 4 - Weightage: 3 - Max total: 12
2. Job Specific Training of contractor workforce including Supervisors, Engineers as per Vedanta standard (SOP, SMP, Sustainability, VSAP requirements) - to be rated by: Area In-charge - Max Marks: 4 - Weightage: 2 - Max total: 8
3. Safety health and Environment training to contract workmen, Involvement and participation of employees in HSE Activities. Including TBTs - to be rated by: Area In-charge & Area Safety, Health and Environment Officer - Max Marks: 4 - Weightage: 2 - Max total: 8
4. Fitness of Tools, Tackles, Vehicles, equipment etc. - to be rated by: Area In-charge - Max Marks: 4 - Weightage: 2 - Max total: 8
5. PPE Quality, Adequacy and Usage - to be rated by: Area In-charge & Area Safety Officer - Max Marks: 4 - Weightage: 1 - Max total: 4
6. Legal compliance status (Testing of Lifting Tools & Tackles, Safety Belts (full body harnesses, fall arresters, other HSE, & HR, welfare compliance, reemployment and Periodic Medical Exams) - to be rated by: Area In-charge, Area Safety, Health and Environment Officer - Max Marks: 4 - Weightage: 3 - Max total: 12
7. Environment Management System (ISO 14001, Aspect impact documentation, hazardous waste management etc.) Assignment Competent team member for Environment Compliance - to be rated by: Area In charge & Area Environment Officer - Max Marks: 4 - Weightage: 1 - Max total: 4
8. Compliance to Health requirements (HRA documents, Compliance to SEG and Health Audit Observations etc.) - to be rated by: Area In charge & Area Health team member - Max Marks: 4 - Weightage: 1 - Max total: 4
9. Safety Near miss & Environment Incident reporting / Potential incidents reported (Quantity/Quality of reporting and Reporting Procedure) - to be rated by: Area Safety & Environment Officer - Max Marks: 4 - Weightage: 2 - Max total: 8
10. Job safety analysis, Safe Execution of work following SOP, SMP, SWP and implementation at site. - to be rated by: Area In-charge - Max Marks: 4 - Weightage: 1 - Max total: 4
11. Following of safety rules and systems including Work Permit System and compliance of stipulated conditions without warning Notices - to be rated by: Area In-charge - Max Marks: 4 - Weightage: 2 - Max total: 8
12. Implementation of action plan resulting from HSE inspection / audits, /SEG/Govt Visits/VSAP audit etc. - to be rated by: Area In-charge - Max Marks: 4 - Weightage: 2 - Max total: 8
13. General Housekeeping & Upkeep of Site, Stores, Offices etc. as per 5S requirement (including waste removal after completion of work) - to be rated by: Area In-charge - Max Marks: 4 - Weightage: 1.5 - Max total: 6
14. Safety & welfare initiatives (including Hygiene) carried out in a month including safety suggestions from employees/contractors and implementation of Best safety practices of other units (CASHE/KAIZEN etc.) - to be rated by: Area In-charge, Area Safety, Health and Environment Officer - Max Marks: 4 - Weightage: 1.5 - Max total: 6

### NEGATIVE MARKING:

15. LTI Incident - to be rated by: Area Safety Officer - Max Marks: (-4) - Weightage: 2 - Max total: (-8)
16. Fatality Incident - to be rated by: Area Safety Officer - Max Marks: (-4) - Weightage: 4 - Max total: (-16)

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17. High Category Environment Incident (Cat 4 & 5) - to be rated by: Area Environment Officer - Max Marks: (-4) - Weightage: 2 - Max total: (-8)

If the work is being done inside Plant Premises, then the Bill Clearances with respect to safety will be subject to submitting the Certified Safety Clearance and/or the Safety Score Card to the safety officer of the designated location. **WITHOUT THE SAFETY CLEARANCE, BILLS WILL NOT BE APPROVED**

A.7.30 The contractor shall comply with all the standards and guidelines established by Vedanta Limited Jharsuguda. These include but not limited to:

- Vedanta Guidance Note GN 01 (Incident Investigation)
- Vedanta Guidance Note GN 02 (Hazardous Material)
- Vedanta Guidance Note GN 07 (Risk Assessment)
- Vedanta Guidance Note GN 14 (Waste Management)
- Vedanta Guidance Note GN 18 (Machinery Guarding)
- Vedanta Guidance Note GN 20 (Lock-Out Tag-Out)
- Vedanta Guidance Note GN 21 (Work at Height)
- Vedanta Guidance Note GN 23 (Fleet Management)
- Vedanta Guidance Note GN (Crane and Lifting)
- Safety Performance Standard (Working at Height)
- Safety Performance Standard (Isolation)
- Safety Performance Standard (Electrical Safety)
- Safety Performance Standard (Confined Space Entry)
- Safety Performance Standard (Vehicle and Driving)
- Safety Performance Standard (Ground Control)
- Safety Performance Standard (Cranes and Lifting)
- Safety Performance Standard (Machine Guarding)
- Vedanta Life Saving Rule
- Scaffolding Guidelines
- Jharsuguda Site Management plan
- Details from HSEF Library

### **A.8. HOUSE KEEPING:**

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

### **A.9. OCCUPATIONAL HEALTH & SAFETY (OH & S):**

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 bringing your own equipment to carryout of jobs inside the plant such equipment should be subject hazard identifications and risk assessment prior to commencing of work.

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

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### **A.10. ENVIRONMENT:**

All the scrap generated after execution of the jobs shall be disposed in appropriate identified bins. Contractor shall comply with all applicable provisions of Environment Protection Act, 1986 along with Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 and all other applicable Environmental Laws. Discipline at work area: Contractor has to maintain discipline at work area. He has to keep the area neat and clean after work is over. All the spares, waste material, like oil grease etc. has to be kept at designated area and cleaned the work place after job is over. In case, maintenance activities are found to be suffering due to non-performance by contractor's employees or job negligence, then Vedanta will take suitable punitive action for the same.

### **A.11. INSURANCE**

Contractor shall take necessary insurance policy of appropriate value so as to cover all risk, workmen, third party liability and such other risks required as per statutory norms. Vedanta shall be indemnified from any liabilities on account of injury and /or loss of life of contractor personnel.

### **A.12. SUSPENSION**

A.12.1. OWNER may suspend the work in whole or in part at any time by giving notice to the CONTRACTOR in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the contractor shall stop all such work, which we have directed to be suspended with immediate effect. The CONTRACTOR shall continue to perform other work in terms of this service order, which we have not suspended. The CONTRACTOR shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

A.12.2. During suspension, the CONTRACTOR shall not be entitled for any claim whatsoever arising out of any loss or damage or idle employees caused by such suspension. However a compensation equivalent to a period of 45 days from the date of suspension shall be paid to you towards cost of suspension.

### **A.13. DEMOBILISATION OF THE CONTRACT**

On expiry of this agreement or any earlier termination thereof, the contractor shall forthwith remove any of the contractor employees who are on Vedanta premises or any thereof, failing which, the contractor, the contractor's employees, agents, servants etc, shall be deemed to be trespassers and on their failure to leave Vedanta premises, Vedanta shall be entitled to remove them (if necessary by force) from Vedanta premises. On demobilization the contractor shall forth-with remove any of the contractor material, equipment's, tools & tackles, and dispose all used & waste consumables in the prescribed manner complying to the local & statutory regulations prevailing at that time.

### **A.14. 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, Indicators, Reverse Horn etc., as per Motor Vehicles Act 1988. The Contractor shall also comply with prescribed speed limit of 20 Km as per the Factories Act, 1948 within the premises of the Owner.

EMERGENCY:

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The contractor shall ensure that its workers follow the following instructions:

A.14.1. To contact fire control room on telephone No. 6333, 9937433333 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.

A.14.2. 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.

A.14.3. Rush to nearby assembly point [displayed in the department] in case of an extreme emergency.

A.14.4. As soon as any Emergency call, the Fire control room operator will immediately ask the Turn out no.1 available at Fire Station Plant-I to rush at the emergency spot.

A.14.5. He will simultaneously inform to Main Security Gate of respective plants.

l) A Service Provider engaging 50 or more work man need to have certified copy of standing Orders and grievance redressal mechanism as per Industrial dispute act and form a committee for prevention of sexual harassment at work place as per supreme court guidelines.

m) Service Provider need to comply with all statutory welfare provisions as applicable under The Factories Act, CLRA and ISMW Act.

n)The Contractor has to submit the following returns to statutory authorities:-

1. Half Yearly Return - CLRA, ISMW Act, ESIC Act.
2. Annual Return - EPF, CLRA, ISMW, Minimum Wages, Payment of Wages, National Holiday, Maternity Benefit, Employee Compensation, ESIC Act, WC Act, Payment of Bonus .

In addition to these, additional returns under any such act if applicable have to be filed as & when applicable.

### **A.15. SECURITY COMPLIANCE CHECKLIST FOR NEW CONTRACTOR/AGENCY**

- a) "All entry and exit of contract employee will be through valid gate pass (Biometric pass) only.
- b) "Entry without valid gate pass will be treated as trespass and if apprehended will be handed over to police.
- c) "For processing gate passes for contract employees, contractor will have to submit an affidavit in the prescribed format.
- d) "While in the premises all contract worker will have to exhibit good conduct. Within premises no person should get involved in any antisocial activities, if apprehended for any mischief will be handed over to police for further action and penalty will be imposed to the contractor.
- e) "Vehicle gate pass (VAP) will be issued to the contractor based on the manpower / supervisor required for execution of work on approval of concerned plant head.

### **A.16. Anti-Profitteering (based on Section 171 of the CGST Bill)**

“Notwithstanding anything contained in Clause 3 (Taxes & duties) of Standard terms & conditions, under Goods and Services Tax (“GST”), Vedanta Limited- Jharsuguda (“Vedanta”) and Service Provider/ Supplier shall mutually discuss to determine the adjustment in the Contract Price factoring the impact of GST.

Such adjustment in the Contract Price due to introduction of GST shall be made on account of transactions between the Supplier and Vedanta. The Parties agree that the principle behind such adjustment is (i) to restore the Parties to the status quo if Supplier’s tax costs have indeed increased

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owing to introduction of GST and (ii) to ensure complete passing-on of the benefits by the Supplier to Vedanta of any reduction in tax (owing to enhanced availability of credit under GST or otherwise) and other costs owing to GST. The Parties agree that there should be no profiteering from introduction of GST in any manner whatsoever.

Accordingly, amongst other things, the Supplier shall be required to provide requisite details in the format to be provided by Vedanta to determine the impact of introduction of GST on the Contract Price. The format shall inter alia indicate the quantum of all the indirect taxes such as Excise Duty, VAT, CST, Service Tax etc. and their availability as credit/set-off that would have been considered by the Supplier (at both input and output sides) on equipment and materials to be supplied or on services to be rendered, in arriving at the Contract Price. The format shall also indicate the new rates of tax applicable under the GST regime and new positions of credit availability. Any claim for Change in Law on account of introduction of GST shall be supported by relevant documentation.”

### **A.17. Statutory Compliance**

A.17.1. Notwithstanding anything contained Clause -1 (Taxes and Duties), Clause-2 (Statutory Compliances / Licences) of Standard terms & conditions & Payment term clause, under Goods and Services Tax (“GST”), Supplier 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 Vedanta is able to avail the Input Tax Credit/set off/rebate/refund of the GST (along with cesses and surcharges, if relevant) applicable on the supplies made by the Supplier to the fullest extent possible under law. In this regard, without limiting the generality of the foregoing obligation in any manner whatsoever, Vedanta reserves the right to specify, for the supplies envisaged under this Contract by the Supplier, the particular compliances to be undertaken (including aspects like (i) whether Supplier should charge IGST or CGST-plus-SGST; (ii) from where the billing should be undertaken and to which registration of Vedanta (iii) whether the Supplier should be responsible to generate the E-Way Bill; (iv) the format of invoices/credit and debit notes/advance receipt vouchers; (v) maintenance of ‘Compliance Rating’ above a specified threshold; etc) and the relevant timelines for such compliances based on the applicable GST laws.

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

A.17.2. The Parties agree that Vedanta will 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 Vedanta.

A.17.3. Without prejudice to any other indemnification obligation under this Contract, the Supplier agrees to, at all times, to hold harmless and indemnify Vedanta from and against all claims, liabilities, expenses, proceedings, costs and losses that may be suffered or incurred by Vedanta which may arise out of or in connection with any failure by the Supplier to adhere to its obligations under clause (a) above. In this regard, the Supplier also hereby indemnifies Vedanta 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 of the Supplier.

**B. STANDARD TERMS AND CONDITIONS**

**B.1. DEFINITIONS**

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

1. “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;
2. “Agreement” shall mean the Agreement between the Company and the Service Provider to which this Schedule is attached.
3. “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.
4. “Purchase Order” shall mean the document recording the specific Services to be carried out under this Agreement, from time to time.

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

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

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

B.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.

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

**B.2. SCOPE OF CONTRACT**

B.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 11 below (Standard Terms and Conditions).

B.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.

B.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.

B.2.4. The Service Provider shall commence the Services on the scheduled commencement date stated



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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.

### **B.3. SERVICES**

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

B.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.

B.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.

B.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.

B.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, by giving a prior written notice of 30 (thirty days) to the Service Provider and the Service Provider shall be liable for any additional cost incurred by the Company in using such alternate means.

B.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.

### **B.4. FEES**

B.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.

B.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.

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

B.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. Notwithstanding the generality of the foregoing, the Service Provider shall ensure the strict compliance of the laws relating to sexual harassment in general and the Prevention of Sexual Harassment (POSH) Policy (as may be amended from time to time) of the Company in particular by its employees and/or representatives. Any breach of the provisions of this Clause 5.1 shall constitute a material breach of this Agreement/Purchase Order and the Company may, without prejudice to the rights available to it under this Agreement/Purchase Order and/or at law and in addition to taking necessary disciplinary action/(s) against the persons involved, also terminate this Agreement/Purchase Order forthwith.

B.5.2. Where any of the Service Provider's employees or representatives, including employees or representatives of its sub-contractor/(s), if any, is/are present at any of the Company's premises for the purposes of this Agreement, the Service Provider shall at all times remain solely responsible for the conduct (including any misconduct) and safety of such employee/(s) or representative/(s).

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

B.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;

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

B.5.6. In performing the Services, the Service Provider shall:

- a) give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are available on terms equal or better than imported goods with respect to the timing of delivery, quality, quantity required, price and other terms;
- b) subject to Clause 5.5, employ Indian subcontractors having the required skills or expertise to the maximum extent possible insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no such subcontractors are available, preference shall be given to non-Indian subcontractors who utilise Indian goods to the

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- 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.

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.

### **B.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:

- a) 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;
- b) all trademarks, service marks, copyrights, designs, trade styles, logos, trade dress, and corporate names, including all goodwill associated therewith; and
- c) any work of authorship, regardless of copyright ability, 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.

### **B.7. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY**

B.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.

B.7.2. Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be

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liable to the other, whether arising under Agreement, tort (including negligence), and 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.

B.7.3. Nothing in this Agreement/Purchase Order purports to limit the liability of the party/ (ies) in case of death, injury, gross negligence and/or imposition of statutory penalties.

### **B.8. VARIATIONS**

B.8.1. At any time during this Agreement, the Company may request the Service Provider to vary, amend or otherwise alter the Services (a “Variation Request”).

B.8.2. Upon the receipt of a request from the Company pursuant to Clause 8.1, 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.

B.8.3. If following receipt of the Service Provider’s response pursuant to Clause 8.2, 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.

B.8.4. 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.

### **B.9. PAYMENT**

B.9.1. 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 itemised in accordance with the Company's requirements.

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

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

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.

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B.9.2. 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.

B.9.3. 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.
- c) If the dispute is resolved in favour of the Company, the Service Provider shall forthwith issue a credit note for the disputed amount.

B.9.4. 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.

### **B.10. TAXES**

#### B.10.1. Definitions

For the purposes of this Clause 10 (Taxation):

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

#### B.10.2. Person Responsible for payment of Taxes

##### B.10.2.1. General

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

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

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

**B.10.2.2. 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.

**B.10.2.3. 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 10.2.1 and 10.2.2, 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.

**B.10.2.4. 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 10 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

**B.10.3. Withholding taxes and withholding certificates**

**B.10.3.1.** 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.

**B.10.3.2.** 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.

**B.10.4. Person Responsible for filing of returns / information to Government Authorities**

**B.10.4.1** 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.

**B.10.4.2.** 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.

**B.10.4.3.** The Company, with respect to the tax withheld from the Service Provider in accordance with Clause 10.3 (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.

**B.10.5. Company's rights, if treated as representative assessee by Government Authorities**

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

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

in its possession (whether due under this Agreement or otherwise) and shall pay only the balance, if any, to the Service Provider; and

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

**B.10.6. 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.

**B.10.7. 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 10.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

**B.10.8. GST Compliances by Service Provider**

**B.10.8.1.** 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.

**B.10.8.2.** 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.

B.10.8.3. 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.

B.10.8.4. 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 10.8.1 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.

## **B.11. TERMINATION**

B.11.1. 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.

B.11.2. 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 15 continues for more than thirty (30) days.
- f) If the Service Provider is in breach of its obligations contained under Clause 5.1.

B.11.3. In the event of cancellation/ termination of all or part of this Agreement for any reason, the Company's sole liability to the Service Provider in respect of such cancellation/ termination shall be to make payment of the Fees properly due under this Agreement up to the date of termination.

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.



## **B.12. CONFIDENTIALITY**

B.12.1. 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.

B.12.2. 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.

B.12.3. 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 12.1, 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.

## **B.13. NOTICES**

B.13.1. 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).

B.13.2. 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.

B.13.3. All notices or other communications between the Parties shall be in the English language.

## **B.14. GENERAL LEGAL PROVISIONS**

B.14.1. 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.

B.14.2. This Agreement shall not be amended or modified except by mutual agreement in writing between the Parties.

B.14.3. 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.

B.14.4. 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.

B.14.5. 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.

B.14.6. 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.

B.14.7. 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.

B.14.8. 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.

B.14.9. 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.

B.14.10. 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.

B.14.11. 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.

B.14.12. 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.

#### **B.15. FORCE MAJEURE**

B.15.1. 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 15 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.

B.15.2. 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.

B.15.3. 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.

B.15.4. Following notification of a force majeure occurrence in accordance with Clause 15.2, the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

#### **B.16. BUSINESS ETHICS**

B.16.1. 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, Service Providers or stakeholders of the Company.

B.16.2. 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 favour or disfavour 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.

B.16.3. 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)), 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 the Company's POSH policy ( a copy of which is attached with this Purchase Order), as may be amended from time to time and in case of breach thereof, the same shall be treated as a breach of this Agreement.

B.16.4. 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.

B.16.5. 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.

B.16.6. 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.

B.16.7. 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 favour 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: [sgl.whistleblower@vedanta.co.in](mailto:sgl.whistleblower@vedanta.co.in)*

## **B.17. GOVERNING LAW AND DISPUTE RESOLUTION**

B.17.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of Jharsuguda, India.

B.17.2. 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:

- a) 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.

- b) (ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be Jharsuguda, India.
- c) (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.

## **C. QUALITY ASSURANCE CLAUSES**

### **C.1. Contractor Quality Assurance**

The contractor must have in place an appropriate quality assurance system that ensures compliance with order specifications and must utilize that quality system in carrying out the work under the Contract. Any quality system will be used only as an aid to achieving compliance with the Contract and to document such compliance. Such system will not relieve the contractor of the responsibility to comply with the Contract.

Unless otherwise provided in the Contract, testing of equipment, materials or work including all acceptance testing shall be performed by the contractor at its expense and in accordance with Contract requirements.

### **C.2. Inspection and Acceptance**

In order to assess contractor's work quality, conformance with company's specifications and compliance with the order, upon reasonable notice by company, all goods, materials and services related in any way to the goods and services purchased hereunder (including without limitation raw materials, components, intermediate assemblies, work in process, tools and end products) shall be subject to inspection and test by company at all times and places, including sites where the goods and services are created or performed, whether they be at premises of contractor, contractor's suppliers or elsewhere.

Company's failure to inspect, accept, reject or detect defects by inspection shall neither relieve contractor from responsibility for such goods or services that are not in accordance with the order requirements nor impose liabilities on company.

If any goods and/or services covered by this Order is defective or otherwise not conforming with the requirements of this Order, the company may, at its option:

- a) cancel this Order as to such non-conforming goods and/or services;
- b) accept such goods and/or services at an equitable reduction in price;
- c) reject such nonconforming goods and/or services and require the delivery of suitable replacements.

### **C.3. Material Certification**

Written certification shall state that the material used conforms to the specification requirements and test reports are on file. Contractor may present the material.

Manufacturer's certificate of test for each material used in the manufacture of inspection lot of the product. The certificate shall show that the test results are in accordance with the specifications and shall be entered into the inspection record. Whenever a Certificate of Quality Compliance is required, the material certification:

Shall be signed by an authorized company officer or contractor representative responsible for Quality Assurance.

Shall include actual test/inspection results.

Shall include documentation for all required processes

#### Cost of Inspection

If upon inspection after a direction by the Company Representative to dismantle or open up any part of a material, the material so inspected is in accordance with the Contract, the whole of the expense incurred as a result of the dismantling or opening up and reassembly will be borne by the Company. If the material is found not to be in accordance with the Contract the whole of the expense so incurred, including without limitation, any costs associated with putting that material into a condition, which is in accordance with the Contract, will be borne by the contractor.

If the Company Representative gives the contractor reasonable notice that the Company Representative wants to inspect any portion of an Associated Good before it is assembled, and the Service Provider assembles that Associated Good without first giving the Company Representative a reasonable opportunity to inspect, any expense incurred as a result of dismantling or opening up and reassembling that Associated Good will be borne by the contractor.

#### **C.4. Rejection**

If any of the goods and/or services furnished pursuant to this Order are found, within a reasonable time after delivery, to be defective or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Seller or a direct or indirect supplier to Seller, then Buyer, in addition to any other rights, remedies and choices it may have by law, contract or equity, and in addition to seeking recovery of any and all damages and costs emanating there from, at its option and sole discretion and at Seller's expense may:

- a) Require Seller to immediately re-perform any defective portion of the services and/or require Seller to immediately repair or replace non-conforming goods with goods that conform to all requirements of this Order.
- b) Take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of this Order, in which event, all related costs and expenses (including, but not limited to, material, labor and handling and any required re-performance of value added machining or other service) and other reasonable charges shall be on contractor's account
- c) Withhold total or partial payment;
- d) Reject and return all or any portion of such goods and/or services; and/or rescind this Order without liability. For any repairs or replacements, contractor, at its sole cost and expense, shall perform any test requested by company to verify conformance to this Order.
- e) In case of Point (d) above the following clause shall be applicable:  
All such rejected goods shall be taken back by the Supplier, at its own cost and expense within 15 days of intimation of rejection by Vedanta Limited. Such rejected goods shall under all circumstances lie at the risk of the Supplier from the moment of such intimation of rejection and the Company shall not be liable in any manner for shortages, quality deterioration & damages for any reason whatsoever. In such event, the Supplier shall also refund the advances, if any, made under this PO together with interest @ 18% p.a. In the event of Supplier not lifting the rejected material from the premises of VL within the prescribed period of 15 days, VL may at its discretion charge a penalty @ Rs. 500/- per day per consignment for a period of 30 day. Beyond which Supplier shall forego all its rights over the rejected material and VL shall have right to dispose the material in any manner as it deems fit and shall not be held liable for any claims from the supplier.

## **C.5. Packaging and Labelling**

All goods purchased here under must be packed and packaged as per contract to ensure its safe delivery in accordance with good commercial practice and where incorporated, the company is packaging specification.

The contractor shall mark on all containers, handling and loading instructions, shipping information, part number, purchase order number and item number, quantity in box, shipment date, and names and addresses of each shipment. Each packing slip shall include; this Order number, quantity, item description, Order date, shipping date and delivery address, but shall not include pricing information.

## **D. SUSTAINABILITY CLAUSES**

### **D.1. Health, Safety and Environment (HSE) Systems**

D.1.1 Designation of Supervisor: The Contractor 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.

D.1.2. Attendance of contractor: The contractor 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 contractor or its sub-contractors are present at the place of work.

D.1.3. Statutory Compliance: Contractor 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.

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

D.1.4. Contractor Site management plan: The contractor should comply to his submitted plan in his bid document on how to manage and improve the work site.

### **D.2. Hazard and Risk Assessment**

D.2.1. Pre and post Job Safety assessments: Contractor is responsible and accountable for ensuring effective procedures and assessment systems are in place to meet all HSE conditions.

Prior to the commencement of any operation/activity, Contractor must undertake a hazard and risk assessment, such as a job safety analysis or job risk analysis including control and mitigation process.

The risk assessment should cover the following aspects of workplace

- a) General Safety and Environmental Management Procedures
- b) Waste Disposal
- c) Equipment Decommissioning
- d) Water Discharges
- e) Material Storage/Spills
- f) Storm Water Management
- g) Use of Asbestos, Lead, CFCs and other objectionable chemicals.

- h) Hot working, gas welding, all electrical works, Work at heights including scaffolding, Demolition, Construction work of any kind, Transport management, Tank cleaning or testing, confined space etc.

### **D.3. Awareness, Competency and Behavior**

D.3.1. Awareness: Before commencement of any Services, Contractor shall at its own expense ensure that Contractor's Personnel have been given the necessary HSE training including training in hazard identification, risk analysis, safe working behavior etc. The HSE training shall include a briefing explaining the nature of the part of the Services they will be performing, a job safety analysis and description of the hazards, which may be encountered during the performance of the particular tasks, which they are required to perform. During such training, Contractor shall emphasize the fact that each person has an obligation to stop an act or task if it is unsafe.

Contractor shall ensure that Contractor's Personnel attend refresher courses to maintain familiarity with current procedures. Contractor shall provide evidence of completion of all training and competency assessments upon request by Company.

All Contractors' Personnel arriving on the site shall attend the Contractor's or Company's HSE inductions including a review of the site's safety procedures including Permit to Work and evacuation. Contractor shall ensure safety meeting schedule, including but not limited to pre shift safety meetings, safety toolbox meeting, safety committee meetings and management review meetings.

D.3.2. Competency: The contractor 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.

D.3.3. Behaviour: The contractor should provide adequate guidance so that contractor's personnel works to reduce workplace incidents and improve safe performance at all times. The contractor shall ensure that his staff conducts in a fit and proper manner whilst on site. Failure to do this may result in the removal or exclusion of such persons from the site.

D.3.4. Change Management: If there is a change in site supervisor and contractor management personnel, it shall be notified to designated contractor manager as a part of Management of Change (MOC) process. This also includes reassess hazards and risk where the changes occur to the work scope, plant and equipment and the working environments.

D.3.5. Incident Reporting:

D.3.5.1. Reporting: Any accident, injury, near misses, fire , explosion, spill of chemicals, environment degradation etc involving Company or Contractor's personnel, property or any third party property shall be reported immediately to Company, irrespective of whether injury to a person or damage to property or equipment resulted.

D.3.5.2. Access to site: If Company exercises its right to conduct its own investigation; Contractor shall provide Company with all reasonable assistance to allow & to complete its investigation.

D.3.5.3. Learnings: Contractor shall implement the learnings from incident to prevent a recurrence. Contractor must share lessons learned with Contractor's Personnel.

D.3.6. Safety Interaction: The contractor 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. The Company's HSE Personnel will undertake quality assessments of the safety interactions.

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.



D.3.7. Emergency Drills: Contractor shall participate in emergency response drills to test the effectiveness of its emergency procedures and equipment and the knowledge and proficiency of Contractor's Personnel.

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

#### **Cardinal Rule\***

Contractor shall ensure that all Contractors' Personnel follow the five safety cardinal rules. The rules are:

1. Do not override or interfere with any Safety Provision nor let anyone else override or interfere regardless of seniority.
2. Personal Protective Equipment (PPEs) applicable to the given task must be adhered to.
3. Always follow isolation and lock out procedure
4. No person will be allowed to work if under the influence of alcohol or drugs
5. Report all injuries and illness

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

\* (Cardinal rules may vary from company to company)

D.3.8. Personal Protective Equipment: Contractor shall, at its own expense, supply Contractor's Personnel, where required, in connection with the safe performance of the Services, with adequate protective clothing and other protective equipment including first aid which shall be maintained in good condition or replaced, and shall be worn at all times where required to manage potential injury hazards associated with a work activity under this Contract.

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

D.3.9. Equipment, Tools, Tackles and Resources: Contractor shall ensure that all plant, tools and equipment used by Contractor's Personnel in the performance of the Services are suitable for use for the particular task or tasks for which they are to be used, are maintained in safe and operable condition and that users of the plant, tools and equipment are trained, experienced and where necessary, licensed and certified to operate them.

Contractor shall maintain a register of all lifting equipment and tackle. Contractor 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. Contractor shall ensure pre-inspection of lifting tools tackles including wire rope slings, clamps, shackles, hooks etc before taking up the job. Company reserves the right to require, Contractor 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.

Contractor 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 contractor. Also a periodic audit would be undertaken to assess the condition of such tools and tackles.

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

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

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

D.3.10. Material Safety Data Sheets: The contractor shall maintain, at the job site, Material Safety Data Sheets for all hazardous materials and products taken onto the job site.

Products are stored in appropriate containers clearly labelled prior to sending to site, all hazard substances are risk assessed to determine their safety requirements and suitability for use.

D.3.11. Work Permits: Contractor shall follow the site Permit to Work (PTW) system for carrying out hazardous activities that includes following (but not limited to) activities. The contractor shall not perform any of such activities without first obtaining and displaying the applicable work permit at the project site.

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

D.3.12. 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.

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

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

D.3.13. Disease: Contractor shall ensure that any of Contractor's Personnel who exhibit any symptoms of any severe infectious disease that is communicable by air or surface contact immediately make appropriate arrangements to be medically assessed and removed from the Site until they have received medical clearance and can provide proof of such clearance.

D.3.14. Hygiene and Housekeeping: Contractor shall ensure that Contractor's Personnel maintain high standards of hygiene and housekeeping on the Site. Contractor shall conduct routine hygiene and housekeeping inspections on the site to ensure that standards are maintained.

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

D.3.15. Environment Protection: Contractor 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 off in compliance to law. Any oil/grease soaked cotton waste would be collected from site of work and suitably disposed as per the guidelines.

- a) Contractor shall use appropriate Personnel protective equipment's and follow requisite procedure for handling, transportation and storage of Hazardous wastes inside the plant including disposal sites owned by company.
- b) Contractor shall be solely responsible for damage caused to the surrounding/ environment during transit.
- c) Contractor 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
- d) Contractor shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid.
- e) Contractor would ensure that spillages, leakages and overflows etc are attended immediately on notice or on intimation.

D.3.16. Smoking: Contractor's Personnel shall not smoke at the work site except within designated smoking areas.

D.3.17. Contractor Accommodation: Where the Contractor's Personnel provides accommodation for contract workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. In particular, the provision of accommodation shall meet national legislation and shall have the minimum following:

- a) Provision of sanitary, laundry and cooking facilities and potable water
- b) Safe location w.r.t health, hygiene and fire risks.
- c) Provision of first aid, medical facilities and proper ventilation.
- d) Building material shall be suitably inflammable, have smoke and fire alarms fitted and include other safety checks to prevent fire.

D.3.18. Clearance of Site: On a continuous basis consistent with Good Industry Practice during the progress of the Works the Contractor shall clear away and remove pursuant to the directions of the Owner from the Site all scrap, debris, other waste materials. The Contractor shall, leave on the Site for the Owner such temporary works as instructed by the Owner, free of charge.

The Contractor 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 Contractor) in accordance with Good Industry Practice.

D.3.19. Removal of unsafe Workers: The contractor shall document any identified instances of noncompliance with safety requirements by its workers and subcontractors. Where any worker or subcontractor breaches safety requirements and thereby presents a threat of serious injury or death to any person, the contractor shall remove that worker or subcontractor from the project site for the duration of the project.

D.3.20. Subcontracting: The Contractor shall be able to demonstrate that he has applied selection procedures that ensure that his sub-contractors are demonstrably competent to perform the works safely. The Contractor shall provide to the Location Manager the names of sub-contractors he intends to appoint in advance of entering into a contract with any such sub-contractor. The requirements of this booklet, the contract specification, the contract health and safety plan, the risk assessments and method statements shall be imposed upon sub-contractors by the Contractor.

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

D.3.21. 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.

D.3.22. 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 contractor 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 contractor's scorecard. The scorecard performance shall be reviewed periodically.

D.3.23. Contractor Queries: The queries should be normally directed to company's designate as specified in contract. The site specific "contractor 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.

#### **D.4. LIFE SAVING RULES**

D.4.1. Safety Devices and Guards: Devices Installed to assure safe machine operation shall not be removed, tampered with or bypassed without isolation.

D.4.2. Electrical HV Works /ARC/Flash: Appropriate PPE must be used when electrical work is being done or there is arc flash Potential.

D.4.3. Confined Space Entry: No Person shall enter confined space without an approved permit and standby person.

D.4.4. Lockout / Tag out /Verification: LOTOV instruction must be strictly followed.

D.4.5. Fall Protection: Fall arrester systems must be used when working at height of 6 feet (1.8 mtr) or greater.

D.4.6. Illegal Drugs and Alcohol: No one shall come to work with influence of illegal drugs or alcohol.

#### **D.5. ROAD SAFETY POLICY**

##### **D.5.1. RULES: DO (S)**

D.5.1.1. Driver shall carry their valid Driving License & other necessary documents like gate pass, Vehicle Registration certificate (RC), fitness certificate & Pollution under control certificate (PUC) all the time. Entry would not be allowed inside the factory premises in absence of these required documents.

D.5.1.2. Follow Traffic rules, signage, and light indicator & hand signals.

D.5.1.3. Keep the brakes, horns, windscreen wipers, headlights, backlight, indicators & dipper lights of the vehicle in working condition.

D.5.1.4. Use Retro-reflective tapes on the transport & technological vehicles for better visibility i.e. on front – white colour, both sides – yellow & rear – red colour 50 mm wide RTO approved tapes.

D.5.1.5. Park the vehicle in designated parking Zone only.

D.5.1.6. Wearing seat belt is mandatory for Driver & all Co- passengers in the passenger vehicle if seat belt is fitted (Except buses operated inside Vedanta plant area).

D.5.1.7. Use of indicator and horn while taking turns.

D.5.1.8. Stop and give way to pedestrian at zebra crossings.

D.5.1.9. Deaccelerate at intersection.

- D.5.1.10. Driving in designated lane.
- D.5.1.11. Uses of wheel chokes/stoppers are compulsory for commercial vehicle in parking mode.
- D.5.1.12. New Vedanta provided (including hire car) passenger vehicle must have factory fitted seat belts.
- D.5.1.13. Pedestrian to walk on the dedicated pedestrian walkway wherever present and not on road.
- D.5.1.14. Use Crash helmet (IS: 4151 approved), with chin strap while driving a motorcycle, for both rider and pillion passenger.
- D.5.1.15. Wear high visibility/ reflective clothing for all 2 wheeler drivers, 2 wheeler passengers and workers (including security and traffic controllers) working on the road or beside the road.
- D.5.1.16. Bicycle rider required to wear safety helmet put on the chin strip.
- D.5.1.17. Provide protection barrier and warning sign during road works.

#### D.5.2. RULES: Don't(s)

- D.5.2.1. No minor (age less than 18 years) shall be allowed as driver or helper.
- D.5.2.2. Learner license driver not allowed inside plant premises.
- D.5.2.3. Driving under the influence of alcohol or illicit drug.
- D.5.2.4. Driver shall not use cell phone (includes texting, talking or reading) when vehicle is moving.
- D.5.2.5. Exceeding the speed limit of 20 Km/h in BOP, township and premises. Use walking speed when driving in operation areas or indoor.
- D.5.2.6. Seating, resting below the vehicle in parking area.
- D.5.2.7. Playing loud music while driving.
- D.5.2.8. Leaving the engine running when parked.
- D.5.2.9. Overtaking from Left side of vehicle and on roads marked with double white lines.
- D.5.2.10. Parking in no parking Zone.
- D.5.2.11. Improper use of Horn.
- D.5.2.12. Parallel riding with two wheelers on road.

#### D.5.3. PENALTY

A. For violation of any traffic rules, following penalties will be imposed.

- Driving under the influence of alcohol or illicit drug - Rs 1000 & detention of vehicle & driver. Vehicle pass be suspended and/or driver not allowed to enter site.
- Driving without valid driving license - Rs 1000 & detention of vehicle & driver
- Employing a minor as helper - Rs 1000 & detention of vehicle & driver
- Use of mobile phone while driving - Rs 500
- Over speeding/rash driving – Rs 500
- Not using the seat belt while driving along with passenger – Rs 500
- Overtaking any vehicle from left side - Rs 500
- Parking in declared “No parking “Zone - Rs 500
- Three adults on a two wheeler - Rs 500
- Driving Two wheeler without crash helmet - Rs 500
- Sleeping ,Sitting below and between vehicles - Rs 500
- Tarpaulin covering of FG /Goods & coal trucks without fall protection/ prevention measures - Rs 500
- Cooking inside ,below & between the vehicles - Rs 500

**NOTE:-**

1. Cost of property damages in case of any traffic incident by any two wheeler/LMV/HMV/Technological vehicle will be recovered from the agency & transporter. All violations will be mailed to the respective transporter by concerned departments.
2. Vehicle in damaged / unsafe condition overloaded or unsafely loaded will not be allowed to enter the Vedanta premises.
3. In case minor/ children are found driving inside the Vedanta complex the guardian employee will be responsible.

**B. In addition to above (A), following Rules will be applied**

- 1st Time violation - As per Rule (A)
- 2nd Time violation – As per Rule (A)
- 3rd Time violation - As per Rule (A) & stoppage of vehicle for 7 days
- 4th Time violation - As per Rule (A) & stoppage of vehicle for 15 days
- 5th Time violation - As per Rule (A) & stoppage of vehicle for 1 month
- 6th Time violation - As per Rule (A) & stoppage of vehicle for 2 months plus employee will be suspended for 2 days
- 7th Time violation - As per Rule (A) & stoppage of vehicle for 3 months plus employee will be suspended for 4 days
- Any further violation, the vehicle access pass of employee will be cancelled permanently and employee further banned for driving inside the Vedanta Jharsuguda plant.

**NOTE:-**

1. In case of violation from associate partner's vehicle the gate pass of the driver will be cancelled for the time period as mentioned in Rules (B)
2. Stoppage of driving means the driver cannot drive any vehicle inside Vedanta complex.

**Exemptions:-**

Following vehicles are exempted for speed limit regulations and overtaking during emergency while playing emergency siren and glowing beacon lights.

- Security vehicle (Rakshak /QRT)
- Fire vehicle
- Ambulance
- Senior management vehicle escorted by security vehicle under emergency situation or
- Authorized vehicle fitted with portable emergency beacon light at the top of the vehicle

**Mechanism of Execution: -**

The appointed traffic steward, Road traffic in charge, security in charge & safety team, can report violation. The employees / associate partner can report the violation with proof to respective safety in charge and security in charge via mail, verbally or in writing. Decision taken by Head HSE /Head Road traffic / Head security will be final in case of any ambiguity and dispute.

**E. CODE OF CONDUCT**

This Supplier Code of Conduct is applicable to all 'Suppliers' globally. 'Supplier' here refers to suppliers/ service providers/ customers/ Service Providers/ traders / agents/ consultants/ contractors/ joint venture partners/ third parties including their employees, agents and other representatives, who have a

business relationship with and provide, sell, seek to sell, any kinds of goods or services to Vedanta Resources Plc or any of its subsidiaries, affiliates, divisions (“Vedanta”).

This Code sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with Vedanta. This Code embodies Vedanta’s commitment to internationally recognized standards, including the Core Conventions of the International Labour Organization, United Nations’ Universal Declaration of Human Rights as well as prevalent industry standards, and all other relevant and applicable statutory requirements concerning Environment Protection, Minimum Wages, Child Labour, Anti-Bribery, Anti- Corruption, Prevention of Sexual Harassment, Health and Safety, whichever requirements impose the highest standards of conduct.

## **E.1. LABOUR & HUMAN RIGHTS**

Adhering to all Labour Laws and Human Rights Laws, Suppliers shall:

E.1.1. Comply with all applicable local, state and national laws regarding human rights.

E.1.2. Comply with the Company’s Human Rights Policy.

E.1.3. Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.

E.1.4. Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.

E.1.5. Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.

E.1.6. Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.

E.1.7. Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly;

E.1.8. Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.

## **E.2. HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY**

E.2.1. The Supplier shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.

E.2.3 Supplier shall follow all Environmental, Health and Safety and other operational policies of the Company while executing any work or contract at the company site.

E.2.4. Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

### **E.3. PREVENTION OF SEXUAL HARASSMENT**

E.3.1. The Supplier undertakes and acknowledges that it has read and understood the contents of the Prevention of Sexual Harassment (POSH) Policy of Vedanta.

Notwithstanding anything contained either herein or any other document/(s) to the contrary, the Supplier, including its sub-contractors, if any consents to be bound by the POSH Policy and ensure strict compliances thereof.

E.3.2. The Supplier shall, at all times, and in respect of all transactions ensure strict compliances with the POSH policy of the Company and all the laws relating to sexual harassment for the time being and in specific The Sexual Harassment at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (the “Act”) as amended from time to time.

E.3.3. The Supplier shall ensure a workplace environment which is conducive to the women employees and shall not indulge in any behaviour which amounts to “Sexual Harassment” in terms of the POSH Policy and/or the Act.

### **E.4. BUSINESS INTEGRITY**

E.4.1. Anti-Bribery: The Supplier shall not, directly or through intermediaries, take any recourse to any unethical behaviour (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including with any employee of Vedanta. More specifically:

E.4.1.1. Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and Prevention of Corruption Act of India.

E.4.1.2. Shall not take any advantage of any family/ social/ political connections to obtain favourable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with Vedanta.

E.4.1.3. Shall not enter into a financial or any other relationship with a Vedanta employee that creates any actual or potential conflict of interest for Vedanta. The Supplier is expected to report to Vedanta any situation where an employee or professional under contract with Vedanta may have an interest of any kind in the Supplier’s business or any kind of economic ties with the Supplier.

E.4.1.4. Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favour.

E.4.2. Unfair Trade Practices: Supplier shall desist from any unfair or anti-competitive trade practices.

### **E.5. REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM**

The Supplier shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.

Suppliers shall also forthwith report any unethical activity or discrimination if practiced by any Vedanta employee/other Suppliers as per Vedanta whistle-blower policy (uploaded on the company website).



## **E.6. INTELLECTUAL PROPERTY**

The Supplier shall take appropriate steps to safeguard and not infringe any Vedanta confidential and proprietary information/intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with Vedanta. In case of sub-contracting, sharing of confidential information should be made with the consent of Vedanta.

## **E.7. THIRD PARTY REPRESENTATION**

The Suppliers shall not be authorized to represent Vedanta or to use Vedanta's brands without the written permission of Vedanta. Third parties and their employees who are authorized to represent Vedanta are expected to abide by the Vedanta's Code of Conduct & Business Ethics Policy in their interaction with, and on behalf of Vedanta including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information.

## **E.8. PROHIBITION ON INSIDER TRADING**

If the Supplier becomes aware of material, non-public information relating to Vedanta or its business, it may not buy or sell Vedanta securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Supplier becomes aware of material, non-public information about any other company, including Vedanta customers, suppliers, Service Providers or other business partners, that is obtained by virtue of the supplier's interaction with Vedanta, then the Supplier shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.

## **E.9. SUPPLIER'S COMPLIANCE COMMITMENT**

Vedanta expects the Supplier to adhere to all applicable laws and regulations and in particular comply with this Code in letter and spirit. It is the Supplier's responsibility to read and understand the contents of this Code and Vedanta's Code of Conduct & Business Ethics Policy. As a condition of doing business with Vedanta, the Supplier must comply with this Code and agree to uphold such values during its business association with Vedanta.

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and allow access to Vedanta to check compliance upon request with reasonable notice.

The Supplier shall notify Vedanta regarding any known or suspected improper behaviour by the Supplier relating to its dealings with Vedanta, or any known or suspected improper behaviour by Vedanta employees.

Please contact the concerned Head commercial/ Company Secretary if you have any questions about this Code.

## **F. ANTI-BRIBERY POLICY**

The Service Provider or contractor shall comply with the Anti-Bribery & Corruption (AB&C) requirements as applicable to them.

The company (Vedanta Ltd) shall have a right to initiate "audit proceedings# against the Service Provider or contractor to verify compliance with Anti-Bribery & Corruption (AB&C) requirements. Such audit may be carried out by the company or by a reputed agency to be appointed by the Company at the sole

discretion of the company. The Service Provider or contractor shall extend full cooperation for smooth completion of the audit mentioned herein.

Notwithstanding anything in this contract, the company shall have a right to terminate the contract forthwith in case, it is found that the Service Provider has failed to comply with AB&C requirements as envisaged in the Service Provider Code.

## **G. WHISTLE BLOWER POLICY**

**POLICY:** There is an opportunity to submit / report 'Complaints' pertaining to the following areas such as:

G.1. fraud (an act of willful misrepresentation which would affect the interests of the concerned) against investors, securities fraud, mail or wire fraud, bank fraud, or fraudulent statements to the Securities and Exchange Board of India (the "SEBI"), the U.S. Securities and Exchange Commission (the "SEC"), the relevant stock exchanges, any other relevant authority or members of the investing public.

G.2. Violations of any rules and regulations applicable to the Company and related to accounting and auditing matters

Intentional error or fraud in the preparation, review or audit of any financial statement of the Company  
Any violations to the Company's ethical business practices as specified in the Company's Code of Conduct policy

Any other event which would affect the interests of the business investing public.

G.3. The Company will protect the confidentiality and anonymity of the complainant to the fullest extent possible with an objective to conduct an adequate review. External stakeholders such as Service Providers, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from Non-employees confidential or to maintain the anonymity of Non-employees. We encourage individuals sending 'Complaints' / raising any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in an effective complaint review process.

G.4. Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage to report genuine 'Complaints' and those submitted in true faith.

## **H. IT SECURITY & POLICY**

Service Provider shall follow all the IT policies and procedure of the company while executing the work under the agreement / contract at the company site.

## **I. HUMAN RIGHTS CLAUSE**

Vedanta expects its business partners to adhere to the specific requirements of the Human Rights Policy of the Vedanta group and to apply these expectations in dealing with their respective supply chains.

The Business Partner warrants and represents that it will strive to abide by below mentioned requirements, at a minimum:

I.1. To Uphold human rights aligned with national and international regulations as applicable including compliance with international labour law or the country of operation whichever is stringent, on working hours, payment of fair and reasonable remuneration and all legally mandated benefits, etc.

I.2. Under no circumstances use, or in any other way benefit, from forced labour (indentured servitude, bonded, prison or otherwise), or child labour.

I.3. To be an equal opportunity employer and there shall be no discrimination in hiring or employment practices on the grounds of race, caste, colour, religion, gender, age, physical ability, sexual orientation, or union or political affiliation.

I.4. Provide a safe and healthy working environment, including as applicable safe housing conditions, presenting no immediate hazards. As minimum, clean water, sanitation, essential safety equipment, emergency exits and medical care must be provided.

I.5. Comply with all applicable legal environment requirements including permits and registrations, implementation of sound measures to prevent pollution and minimize generation of solid waste, wastewater and air emissions must be adopted. Business partner will ensure the implementation of international certification of Environment, Health & Safety, and Social Responsibility in stipulated time frame and Demonstration of continual improvement.

Vedanta expects its business partners to adhere to the above specific Requirements including the Policy requirements, updated from time to time, and to apply these expectations in dealing with their respective supply chains. Vedanta recognizes that there are differences in the business partner(s) base in terms of their scale, scope and operations.

Hence, the aspects of discussions and review on the progress and auditing of the partner's facility to ascertain the compliance will vary both in terms of timing and areas of focus.

The Business Partner acknowledges that Vedanta will require documentary proof of compliance with the above clauses and the Policy including appropriate complaints procedure to deal with any breaches of such policy and reserve the right, upon reasonable notice (unless inspection is for cause, in which case no notice is necessary) to carry out audit and/or site visits to monitor compliance.

The Business Partner agrees to work with Vedanta to identify issues that do not match Vedanta's expectations in addressing any gaps identified. The Business Partner agrees that notwithstanding anything agreed otherwise, Vedanta has the right to disengage from the agreement in case it is not able to meet with the above requirements of the Human Rights Policy or in case of any lack of commitment to an improvement program.

The content and robustness of implementation of the Human Rights Policy will be reviewed periodically and in case of any amendment thereof, the same shall be available online at [www.vedantaaluminum.com](http://www.vedantaaluminum.com) and you agree to abide by the updated terms thereof, in addition to the requirement mentioned here.

#### PROCEDURE:

Receipts of 'Complaints'

All the 'Complaints' under this policy should be reported to the Group Head - Management Assurance, who is independent of operating management and businesses. The contact details are as follows:

Group Head - Management Assurance,  
Vedanta, 75 Nehru Road  
Vile Parle (E), Mumbai 400 099  
Tel No. +91- 22 - 66461000  
Fax No. +91- 22 – 66461450

'Complaints' can also be sent to the designated **E-Mail ID: val.whistleblower@vedanta.co.in** the custodian of which is Group Head - Management Assurance. If a complaint is received by any other executive of the company, the same should be forwarded to the Group Head -Management Assurance at the above address.

To ensure timely payment, please send the Original Invoice with all the details to Stores Department, separately by Courier / Post. Please also attach copy of the Invoice with the document being sent along with the consignment.

#### **J. Energy Management System Clause**

As a part of Energy Management System (ISO 50001 : 2011), we wish to inform you that we intend to procure energy efficient products, equipment & 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 the product. Hence, your offer should also include all the technical details related to energy use, consumption & efficiency and request you to inform us about the energy efficient products & specifications.