

PURCHASE ORDER (P.O.)

VENDOR-1019468

INDUSUNO ONLINE PVT LTD

14-6-3,
ALAPATI RAMARAO STREET,
GANDHI NAGAR
-KRISHNA

VIJAYAWADA-520003

Andhra Pradesh-IN

Email id : sales@indusuno.com

Tel No. : 01242574996 Mob No:8686660515

Fax No. :

GST Reg. :37AADCI9220N1Z7

INFORMATION

P. O. Number : **1800042612**

P. O. Date : 07.05.2021

Your Reference :

Currency : INR

PO Released By : Banerjee

Email Address : d.banerjee@godrejagrovvet.com

SHIP/BILL TO

F800-Vijayawada (Aqua)
Godrej Agrovet Ltd
Plot No:111A-135

OTHER DETAILS

Payment Terms : 100% Immediately at Receipt

Terms of Delivery : FOA-FOA & OOA

I.D.A. Kondapally

Krishna-521228

Andhra Pradesh-IN

Email Id :

Tel No. :

Fax No. :

GST Reg. :37AAACG0617Q2ZE

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CIN No : L15410MH1991PLC135359

Sr	Material	Description	UOM	Quantity	Rate	Amount
10		Transparent Roof Sheet (L- 3 mtr, W -110	EA	10.00	3,580.00	35,800.00

Delivery Schedule

Due Date	Quantity	UOM
1. 30.05.2021	10.00	EA

Tax Code:GB (CGST + SGST - 18% - INV)

PRICING CONDITIONS

Gross Price	35,800.00
State GST-ND	3,222.00
Central GST-ND	3,222.00
Total Price	42,244.00

20		Metallic Roof Sheet (L- 2.5 mtr x W- 1 m	EA	10.00	1,370.00	13,700.00
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Delivery Schedule

IMPORTANT: To report fraud or any ethical violation instance, log on to www.godrejspeakup.com or write anonymously to ethicsindia@godrejinds.com or contact Whistleblowing Officer at ve.swaminathan@godrejinds.com or call 1800 225 548.

Regd Off.: "Godrej One" 3rd Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East),
Mumbai-400079, Maharashtra.

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INFORMATION

P. O. Number : **1800042612**

P. O. Date : 07.05.2021

Your Reference :

Currency : INR

PO Released By : Banerjee

Email Address : d.banerjee@godrejagrovvet.com

Sr	Material	Description	UOM	Quantity	Rate	Amount
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Due Date

Quantity

UOM

1. 30.05.2021

10.00

EA

Tax Code:GB (CGST + SGST - 18% - INV)

PRICING CONDITIONS

Gross Price 13,700.00

State GST-ND 1,233.00

Central GST-ND 1,233.00

Total Price 16,166.00

30	Ritz Sheet of L Shape (30 cm x 30 cm)(2	EA	5.00	1,050.00	5,250.00
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Delivery Schedule

Due Date

Quantity

UOM

1. 30.05.2021

5.00

EA

Tax Code:GB (CGST + SGST - 18% - INV)

PRICING CONDITIONS

Gross Price 5,250.00

State GST-ND 473.00

Central GST-ND 473.00

Total Price 6,196.00

PO Amount in Words

SIXTY FOUR THOUSAND SIX HUNDRED SIX Rupees

PO Amount: 64,606.00

Terms & conditions for this order shall be applicable as per Annexures A, B & C and mutually agreed deviations on these annexures, if any. This order shall be deemed as acceptable in totality in case we do not receive a written acknowledgement within 3 days of order receipt.

Declaration: 1.First analysis and weight would be considered final at our end,unless specified otherwise.

2. GAVL terms and conditions are applicable; available overleaf.

3. Delivery schedule to be strictly adhered to.

Certified By

Authorized By

Regd Off.: "Godrej One" 3rd Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East),
Mumbai-400079, Maharashtra.

Page 2 of * PO # 1800042612

Godrej Agrovat Ltd
3rd Floor Pirojshanagar
Eastern Express Highway,
Vikhroli (E), Mumbai # 400079.

ANNEXURE - A
GENERAL TERMS & CONDITIONS FOR SERVICES

Project:
Project Site:
Dated:

Supplier's offers shall be based on the following General Terms and Conditions. Unless specifically discussed and agreed upon in writing, these conditions shall become part of contract in the event of order placement.

Acceptance of the below terms & conditions by the Supplier overrides any terms & conditions stated in Supplier's offers

1. SCOPE: The Supplier's scope shall include design, engineering, manufacturing, drawing approval, testing, inspection, packing and supply of equipment, components, accessories & spares at site in accordance with the plans, procedures, specifications, drawings, codes & any other documents as specified by the Purchaser. Supervision of Commissioning of equipments at site is in the Supplier's scope. Any Item(s) not specifically mentioned/listed but are necessary for completion & meeting satisfactory performance as per guaranteed parameters shall be deemed to be part of Scope of Supply of the Supplier and shall be supplied by the Supplier without any extra cost to the Purchaser.

The necessary training of the Purchaser's personnel in operation and maintenance of the Equipment / System supplied wherever required are to be provided by the Supplier at no extra cost to the Purchaser.

2. PRICE & DELIVERY BASIS: F.O.R. site basis inclusive of packing, forwarding & Freight and shall be in total conformity with the requirements of the Purchaser and as per final Technical Specification. The price quoted shall remain firm for complete duration of the order and shall not be subject to any escalation whatsoever at any time thereafter. The Billing break-up has to be submitted by the Supplier during order finalisation.

3. Basis of payment: The Payments shall be released as per agreed unit prices and for actual quantities of supply and services completed.

4. TAX DEDUCTION AT SOURCE (TDS) / WITHHOLDING TAX :

The Purchaser shall be entitled to deduct, if applicable, and in accordance with Applicable Laws in India, Income Tax or Withholding Tax, Goods and Service Tax or any other deductions (as the case may be), from any payments to be made to the Supplier, and the amount so deducted shall be deemed to be a payment made by the Purchaser to the Supplier. The Purchaser, under provisions of Applicable Laws in India, shall provide a certificate to the Supplier certifying the deduction so made. For Income Tax or Withholding Tax, the Supplier agrees to furnish a declaration to the Purchaser in the format prescribed by the Purchaser prior to each remittance."

5. TAXES & DUTIES:

5.1 Goods and Service Tax as applicable shall be paid / reimbursed by the Purchaser at actual as per payment terms against submission of the requisite documents for claiming Input Tax Credit. The Supplier to handover Xerox copy of the Tax Invoice to Transporter.

The Original & duplicate Copy has to be send to the Purchaser whose name is appearing in the P.O. The Address for sending the Original Invoice is as below:

Godrej Agrovat Ltd Godrej One, 3rd Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai # 400079. Kind Attn: "Concerned Purchaser's name" as appearing in the Purchase Order.

payable by the Purchaser except in case of new taxes, duties imposed or levied by Government or statutory authorities subsequent to release of Purchase Order, but within the contractual delivery period. Any increase in taxes and duties, new levies beyond contractual delivery date shall be to the Supplier's account.

5.3 For the Products under this Agreement/Purchase Order, the Supplier shall be solely responsible for payment/discharge of Goods and Services Tax ('GST'), as may become applicable from time to time.

5.4 It is agreed between the Parties that if, however, by reason of any amendment of Central/ State law or any interpretation inferred by tax authorities pertaining to taxes and duties, the Supplier shall study and understand the new regime of taxes and duties and their responsibility/liability thereunder and shall further keep the Purchaser, its directors, its employees etc., indemnified with respect to all other related liabilities thereof.

5.5 If the Supplier receives a notice or assessment from any taxing jurisdiction claiming that the Supplier or the Purchaser is liable for any Tax for which the Supplier has agreed to make payment/remittance, the Supplier shall so notify the Purchaser in writing no later than ten (10) days of its receipt of the claim/notice. If the Supplier fails to provide the Purchaser such notice within the ten (10) days, the Purchaser shall have no obligation to support/assist. If the Supplier has a reasonable basis to contest, protest, or challenge the imposition or amount of any Tax, the Supplier, at its own expense, may proceed, in which case the Purchaser shall cooperate fully with the Supplier including, but not limited to, providing documentation and other information as required by the Supplier to settle or sustain the appeal.

6. ADDITION / DELETION IN SCOPE OF SUPPLY: Unit prices for addition / deletion shall be submitted by the Supplier along with the offer, which shall be valid for entire duration of the Contract.

7. REPEAT ORDERS: The Purchaser reserves the right to place repeat order at same unit prices and terms for any Project for a period of 12 (twelve) months from date of LOI / P.O.

8. DELIVERY: ___ Weeks from Date of LOI/PO.

The Delivery period is strictly from the date of LOI / P.O., unless otherwise specifically mentioned. Taking necessary drawings/QAP approval from the Purchaser and to ensure timely delivery shall be responsibility of the Supplier. This project will be executed as per Technical Specification provided during enquiry stage and approved drawings/documents. In case of any discrepancy between the Purchaser's specifications, the Supplier's offer, Approved Drawings/Documents, the decision on final requirements will be that of the Purchaser. In any case, the Supplier shall necessarily submit the deviation list mentioning the clause no. & deviation asked in the attached deviation list. In case there are no deviations taken by the Supplier, it is still mandatory to attach the technical as well commercial deviation list along with the offer & clearly mention "NO DEVIATION" on the sheet. For supply of engineered system, this PO is on back to back basis & not on BoM (Bill of Material) basis & shall be strictly according to the Technical Specification

9. Organization Chart: The Seller shall provide the organisation chart and escalation matrix of its organisation at the time of offer submission itself.

10. TERMS OF PAYMENT:

Contract Performance Bank Guarantee

The Seller / Vendor has to submit an unconditional Contract Performance Bank Guarantee ("CPBG") issued by a Scheduled Indian Bank, towards contract performance security of 10% (ten percent) of total PO value in the Purchaser's standard format and the same shall remain valid and subsisting till the Materials has been delivered. The same CPBG can be extended as Performance Bank Guarantee as mentioned in Clause 10 (b) below.

For Supply

a) 90% (ninety percent) of F.O.R. Site price along with 100% (hundred percent) taxes & duties after 60 (sixty) days from date of receipt of materials at site, physical verification & certification by the Purchaser's representative at site and subject to fulfilling following conditions:

a. Acceptance of LOI/PO.

b. Submission of unconditional performance bank guarantee, issued by a Scheduled Indian Bank, towards contract performance security of 10% (ten percent) of total PO value in Purchaser's standard

c. Submission of following documents in 2 sets within 3 days from dispatch:

i. ORIGINAL CONSIGNEE COPY OF LORRY RECEIPT AND TRANSIT INSURANCE

ii. Original Invoices - Original for buyer copy

iii. Complete inspection reports.

iv. Test Certificates & Guarantee Certificates.

v. O&M Manuals (2 Sets in hardcopy)

vi. Copy of Waybill /Road permits duly filled in with required details

vii. Delivery Challan & Detailed Packing List

d. Submission of As Built / As Manufactured Drawings/Documents (2 sets in Hardcopy & 2 sets in editable Softcopy) within 10 (ten) days from dispatch.

e. POD copy for the receipt of materials at site should be sent to us within 30 (thirty) days from the date of despatch of materials

f. The 60 (sixty) days period will start after fulfilling condition from Sr. no. 10(a) to 10(e) above and receipt of material at site in good condition & acknowledgement of the same by Purchaser's representative.

b) 10% (ten percent) of F.O.R. Site price after successful commissioning of the equipment and submission of As-Commissioned Drawings/Documents (2 sets in Hardcopy & 2 sets in editable Softcopy).

For Services

a) 100% (hundred percent) payment shall be released within 30 (thirty) days after completion of service and submission of Original Invoice along with certification of work completion, duly approved by the Purchaser's Site in-charge / Project Manager.

11. DRAWINGS AND QAP: Complete set of Drawings & QAP to be submitted within _____ days from date of LOI / P.O in prescribed format of the Purchaser. Approval on the Drawings will be given by the Purchaser within 7-10 days from date of drawing submission. If the drawing approval is delayed beyond 7-10 days, additional no. of days taken for drawing approval shall be added to the contractual delivery date as mentioned in clause 8. The Drawing nos. and standard template shall be provided by the Purchaser. Necessary type test reports shall also be submitted along with the drawings in line with Technical Specification requirement. The Supplier shall send his competent representative to get across-the-table approval from the Purchaser. The comments shall be incorporated and implemented without any price and / or delivery implication to the Purchaser. Revised drawing (complete set) to be submitted within 2 days from the date of the receipt of commented drawings. In case of legitimate price implication w.r.t. agreed price, due to revision in drawings (beyond requirement of technical specification), the price shall be intimated along with revised drawings submission, failing which the Supplier shall not be entitled to any sort of price escalation/extra claim. The Supplier shall ensure completeness and correctness of all the drawing documents submitted by him to the complete satisfaction of the Purchaser. Any delay on account of delay in submission and incomplete / incorrect drawings would reduce the agreed delivery period by an equal amount of time.

12.INSPECTION: Inspection of the equipments shall be done by the Purchaser and/or the Purchaser's representative or nominated third party agency, for which 2 (two) weeks advance notice is necessary. Inspection call should be supported with photographs of ready / in-process equipment. The necessary internal test certificates/reports and type test reports (if applicable) shall be submitted atleast 10 (ten) days prior to scheduled inspection dates. Approval and inspection by statutory authorities, wherever necessary, shall be arranged by the Supplier at his cost. The Purchaser or their representatives reserve the right to visit the Supplier's or sub-Supplier's premises with or without notice to expedite and verify status of order and carry out stage inspections & final inspection of the equipments as per approved Quality Assurance Plan or otherwise if so required. In case the Equipments are not ready in totality for Inspection on the scheduled inspection date, the applicable penalty shall be levied by the Purchaser.

13.TRANSIT INSURANCE:

13.1 The Supplier shall arrange for necessary Transit Insurance. 13.2 Notwithstanding the extent of insurance cover and the amount of claim available from the underwriter, the Supplier shall be liable to make good the full replacement / repair of all the Equipment Components, Accessories and Spares and to ensure their timely availability as per Project requirements without any financial liability to the

14. INSURANCE FOR SUPPLIER'S PERSONNEL AND TOOLS & TACKLES:

The Supplier shall be responsible for compliance with all statutory requirements including but not limited to Insurance, Provident Fund, Workman's Compensation Act, Medical, etc., of the Supplier's Personnel being deputed to site. The Supplier shall provide necessary proof of compliance of this entire requirements to the Purchaser on demand. The Supplier shall indemnify the Purchaser, its directors, its employees etc., against all claims that may arise in this regard. It is the responsibility of the Supplier to take insurance of his personnel at purchaser's site as well as tools & tackles.

15. ON-SITE WARRANTY/ DEFECT LIABILITY PERIOD:

15.1 The Supplier warrants that the Equipment(s) to be supplied under the Order conforms to the Purchaser's Technical specifications and other related documents, shall be new & unused and shall have no defect arising from design, material or workmanship such that all Equipments are compatible and capable of being erected and commissioned for providing necessary guaranteed performance.

15.2 The equipment(s) will be guaranteed by the Supplier for satisfactory performance at site for 24 months from the date of final commissioning on load or 30 months from date of dispatch, whichever is earlier. Any rectification/replacement of any defective material supplied or works done during warranty period shall be made good without any time and cost implication to Purchaser. Any repaired / modified or replaced part shall be subject to defect free guarantee for a further period of 12 months from the date of rectification /replacement or end of warranty plus 3 months, whichever is later.

15.3 If the Supplier fails to remedy the defect(s) within a reasonable period, the Purchaser shall proceed to take such remedial action as may be necessary, at the Supplier's risk, cost and expenses and without prejudice to any other rights which the Purchaser may have against the Supplier under the order / contract.

15.4 All expenses towards (i) packing, to & fro freight for repair / replacement (ii) to & fro travel, lodging & boarding for the Supplier's Personnel shall be to the account of the Supplier. All repair / replaced items shall be sent by the Supplier to the Project Site on Delivered Taxes & Duties Paid (DDP) basis.

16. FAT/E&C/SAT/PERFORMANCE TESTS:

The Supplier shall be responsible for following:

- The Supplier shall send competent engineers during Inspection or Factory Acceptance Test in case supplied equipments is getting inspected at premises other than the Supplier's premises.
- Any E&C service support and visits at site required to make the supplied equipment in satisfactory operation shall be provided by the Supplier free of cost. Competent engineer(s) shall be deputed at site not later than 2 days of service request from the Purchaser.
- To carry out and prove performance guarantee tests as specified in the technical specifications for the supplied equipment at site.

17. Penalty :

17.1 Any delay in drawing, document, QAP submission will attract penalty at the rate of 0.5% per week or part thereof of the total Contract Value, subject to maximum of 5% to the account of the Supplier.

17.2 Any delay beyond the agreed date of delivery will attract penalty at the rate of 1% per week or part thereof of total contract value, subject to maximum of 10% of the contract value, without prejudice to any other terms/ conditions of this purchase order to the account of the Supplier.

17.3 Any delay in submission of documents with respect to Point no.10 within 7days from dispatch will attract penalty at the rate of 0.5% per day of total Contract Value, subject to maximum of 5% to the account of the Supplier.

18.RISK PURCHASE: In the event of any failure in supplying the equipments by stipulated delivery date to the complete satisfaction of Godrej Agrovet Limited or in the event of non-performance of ordered equipment after commissioning due to design and/or manufacturing defects or non-performance of its obligations in terms of this contract, the Purchaser reserves the right and option to cancel the order in part or full and purchase such cancelled equipments from elsewhere on account of and at the risk of Supplier without prejudice to other terms, conditions of this purchase order. The differential amount that would be incurred by Godrej Agrovet Limited for purchase of equipments from third party will be recovered in full from the Contractor.

19.ASSIGNMENT AND SUBLETTING OF CONTRACT: The order shall not be assigned either wholly or in part by the Supplier without obtaining in advance, a written consent from the Purchaser. In case the need for assignment and subletting any part of the order arises, the same shall only be entrusted to a sub-vendor / sub-Supplier approved by the Purchaser in writing. Any such assignment shall not relieve or absolve the Supplier from any obligations, duty or responsibility under the contract. Any assignment as above without the prior concurrence of the Purchaser shall be void.

20.SPARES: Supplier shall ensure following:

- Mandatory Spares shall be billed separately with separate invoice & LR. The spares shall be identified separately and packed in separate wooden boxes and marked for proper identification with a separate packing list.
- Confirm the availability of spare parts required for O&M of the equipment for a period of 10 years from the date of LOI/PO.
- Necessary commissioning spares to be considered in the Supplier's scope which may be required during erection & commissioning of the equipments, without any extra cost implication to the Purchaser. The same shall be supplied to site within 2 days notice from the Purchaser.

21.PROGRESS REPORT: The Supplier will submit progress report to the Purchaser on a Fortnightly basis during drawing preparation, manufacturing, internal inspection, dispatch, installation and commissioning stage. In case the frequency needs to be increased, the same shall be conveyed to the Supplier by the Purchaser. The Supplier shall provide a detailed manufacturing, installation and commissioning schedule within one week of order placement.

22.PACKING & FORWARDING: The equipment will be packed by the Supplier in suitable strong and road-worthy wooden packing cases (crate packing not acceptable) unless otherwise specified by the Purchaser and delivered to nominated carriers.

- The Material Codes provided by the Purchaser have to be marked/punched on all visible sides of the materials before dispatch.
- The material codes shall also appear in all the commercial documents like Packing Lists, Invoices etc. Failure to do so shall result in returning of documents to the Supplier and will lead to delay in payments.
- Packing and Marking on each wooden case shall be done as per instructions below:-
 - a) Equipment Tag No.
 - b) Equipment rating / Voltage etc
 - c) Consignee
 - d) Consignor
 - e) Wt. / Dimensions
- The Supplier shall provide suitable packing and ensure that same prevents damage or deterioration during transit to final destination and withstands exposure to extreme weather conditions including but not limited to water ingress during transportation and storage at site.
- While deciding packing case sizes and weights, consideration shall be given to site conditions like remoteness and also the absence of heavy handling facilities at all points in transit.
- The Supplier must specifically provide instructions for storage, protection and preservation in case the goods are not placed for operation during guarantee period.

23.BILLING & DESPATCH:

- Invoices shall be raised on the Purchaser office in the destination state (will be conveyed to the Supplier in the despatch instruction to follow) and the despatch documents as stated in Sr. No. 10 shall be forwarded to the address mentioned in clause 5 above.

HOWEVER, IMMEDIATELY ON DESPATCH OF THE MATERIALS, YOUR INVOICE, DULY FILLED WAYBILL, L/R OR COURIER CHALLAN ARE TO BE MAILED TO RESPECTIVE PURCHASER AS MENTIONED IN THE PO.

HSN no. Should be clearly mentioned against every item. If HSN no. Is common for all items in the invoice, the HSN no. Can be mentioned at the end of the invoice.

- Despatch clearance will be made available to the Supplier as soon as the same is available to the

24.CONFIDENTIALITY & NON DISCLOSURE: The Supplier shall not disclose any confidential information received from the Purchaser or otherwise acquired during the course of the performance of this order to any third party without the prior written consent of the Purchaser. Provided the Supplier shall have the right to disclose such confidential information only to the extent necessary and required to be provided to its sub-Suppliers for proper performance of this order. The Supplier shall return all the confidential information (whether provided in tangible or intangible form) to the Purchaser and accordingly provide evidence to that effect of such return.

25. All product(s) supplied or services rendered to the Purchaser should be in compliance with the EMS (Environmental Management System), ISO14001 Standards and OHSAS (Occupational Health &Safety Assessment Series) 18001, an International Standard.

26.TERMINATION: In the event of any breach of terms and conditions by the Supplier under this order the Purchaser shall give 15 days' notice in writing to the Supplier for rectifying/making good/ remedying the breach. On the failure of the Supplier to do so within the agreed time schedule, the Purchaser shall forthwith be entitled to terminate this order either in full or in part at any time thereafter.

27.SUSPENSION: The Purchaser may suspend the supplies in whole or in part at any time by giving the Supplier notice in writing to such effect stating the nature, the date and anticipated duration of such suspension. On receipt of notice of suspension, the Supplier shall stop all such supplies which the Purchaser has directed to be suspended with immediate effect. During suspension, the Supplier shall protect, store, secure and ensure such part of the supplies against any deterioration, loss or damage.

28.FORCE MAJEURE:

- Force Majeure shall mean: a. Any event or circumstance which is unforeseeable, insurmountable and outside the control of the party, to the extent it directly prevents that party from performing any of its obligations under the Contract and is due exclusively to natural causes of an extraordinary nature which have been officially declared by local authorities as natural catastrophe. b. War (whether war be declared or not) between sovereign powers. c. Insurrection; military action; incendiaries. d. Catastrophic fire; earthquake; explosion; or embargo (occurring after the effective date). e. National strikes.

- Force Majeure shall not include :

- a. Any labour dispute except national strikes; mechanical breakdown of whatsoever kind not resulting itself from an event of Force Majeure; lack of funds or the inability to make payments in the manners specified herein; inclement weather;

- b. Any event or circumstance that makes performance by a party merely uneconomic or commercially impracticable including without limitation recession, depression, inflation, deflation, tax rate or law changes, exchange rate fluctuations, or changes in prices;

- c. Any act or omission or default on the part of a subcontractor or Supplier that is not itself attributable to an event of Force Majeure (as defined herein);

- The Supplier shall promptly notify the Purchaser the full details of conditions of Force Majeure on commencement and cessation of such circumstances. The Supplier shall also furnish necessary documentary evidence on prevalence of such conditions. Extension to mutually agreed delivery dates shall be limited to the length of the period during which the Force Majeure conditions existed. On no account there shall be any price increase due to any force majeure events. The Supplier is entitled for time extensions without price escalation, in case the period of force majeure event exceeds 7 (seven) days. In the event Force Majeure circumstance continues for a period of more than 3 (three) months, the parties may discuss and mutually agree upon the future course of action which may include termination of contract.

29.DISPUTE RESOLUTION:

- Any dispute or difference between the Parties arising out of or in connection with this PURCHASE ORDER which cannot be resolved amicably between the Parties at the level at which it arose within 15 (fifteen) days thereof shall, in the first instance, be referred to a designated committee as mutually nominated by both the Parties for resolution within the next 30 (thirty) days, failing which the same shall be referred to the Directors of the respective Parties for an amicable settlement. If the dispute cannot be

accordance with the Indian Arbitration and Conciliation Act, 1996, by sole arbitrator to be appointed by mutual agreement between the Parties. If parties fail to mutually appoint sole arbitrator, then each part shall appoint its arbitrator and both arbitrators shall appoint a Presiding Arbitrator in terms of Indian Arbitration and Conciliation Act, 1996. Each Party shall have the right by giving notice to the other Party to refer a dispute or controversy to arbitration at any time without recourse to court litigation. The award of such arbitration shall be final and binding on the Parties.

- The arbitration proceedings shall be conducted in English language in Mumbai, India.
- This PURCHASE ORDER shall be subject to the laws of India.
- Reasonable expenses of the arbitration shall be allocated between the Parties by the arbitrator on an equitable basis. On request of either Party, a transcript of the hearings shall be prepared and made available to the Party.
- Work under the PURCHASE ORDER shall be continued by the Parties during Arbitration proceedings unless otherwise directed in writing by the Purchaser.

30.APPLICABLE LAWS & JURISDICTION: Regardless of the place of contracting, place of performance or otherwise, all questions, disputes or differences arising under, out of or in connection with the Order shall be settled in accordance with the laws of India (both procedural & substantive) and particularly the State of Maharashtra, as amended from time to time, being in force and to the exclusive jurisdiction of the courts in Mumbai, India.

31. INDEMNIFICATION: The Supplier shall indemnify and hold the Purchaser, its directors, its employees etc., harmless from all claims, losses, demands, causes of actions or suits arising out of the systems, Machinery, Equipment, services and materials furnished by the Supplier under this purchase order / contract. The Supplier shall also indemnify the Purchaser, its directors, its employees etc., against all third party claims and infringement of trade marks and / or patents. The Supplier shall also defend, indemnify and hold harmless the Purchaser, its directors, its employees etc., and their employees against all losses, expenses, demands, claims and costs of whatsoever nature including attorney fees, legal costs, law and tax enforcement costs in respect to death of or injury to any person or loss of work, materials, physical damage to any property, material on site which may arise out of any activity or work carried out by the Supplier or his personnel.

32.LIABILITY FOR ACCIDENTS AND DAMAGES: Until the Handover of the Project to the Purchaser's operations team, the Supplier shall be responsible for any loss or damage to their own personnel and property resulting from any cause connected with Installation & Commissioning. The Supplier will, at his cost, arrange for insurance cover for death or bodily injury suffered by any of his employees, labour deployed at site.

33.ACCEPTANCE OF TERMS & CONDITIONS: The Supplier declares and confirms that they have read and understood the terms and conditions set out hereinabove, which are conditions precedent to the acceptance of the Order. Further the Supplier also confirms that no subsequent amendments / alterations to the Purchase Order shall be valid unless consented to by the Purchaser expressly in writing. The Supplier shall acknowledge the receipt of this Purchase Order and confirm their acceptance to the same in writing within 3 days of receipt of this LOI / Purchase Order, failing which, it shall be deemed that the LOI / Purchase Order is unconditionally accepted by the Supplier.

Read and accepted the above terms

Signature of authorized representative _____

Name & Designation :

Name of the Supplier :

Godrej Agrovat Ltd
3rd Floor Pirojshanagar
Eastern Express Highway,
Vikhroli (E), Mumbai # 400079.

ANNEXURE - B
GENERAL TERMS & CONDITIONS FOR SERVICES

Project :
Project Site :
Date :

The Contractors offer shall be based on the following terms and conditions. Unless specifically discussed and agreed upon in writing, these conditions shall become part of the Contract in the event of order placement. Acceptance of these terms and conditions by the contractor overrides any terms & conditions stated in contractor's offers.

1. SCOPE:

The Contractor's scope shall include design, supply Manufacturing (where ever mentioned) and Construction, Erection, Testing, and Inspection of all site works in accordance with the Plans, Procedures, Specifications, Drawings, Codes & any other documents as specified by the Purchaser. Any Item(s)/Services not specifically mentioned/listed but are necessary for completion & meeting satisfactory performance as per guaranteed parameters and as per specifications of end-customer shall be deemed to be part of Scope of Supply of the Contractor and shall be supplied by the Contractor without any extra cost to the Purchaser.

2. PRICE & DELIVERY BASIS:

It shall be in total conformity with the requirements of the Purchaser, End Client and as per final Technical Specification. The price quoted shall remain firm for complete duration of the order and shall not be subject to any escalation whatsoever at any time thereafter. The Billing break-up has to be submitted by the Contractor during order finalisation.

3. Basis of payment:

Payments shall be released as per agreed unit prices and for actual quantities of supply and services completed on running account/milestone basis.

4. TAX DEDUCTION AT SOURCE (TDS) / WITHHOLDING TAX :

The Purchaser shall be entitled to deduct, if applicable, and in accordance with Applicable Laws in State, Advance Income Tax or Withholding Tax from any payments to be made to the Contractor, and the amount so deducted shall be deemed to be a payment made by the Purchaser to the Contractor. The Purchaser, under provisions of Applicable Laws in State, shall provide a certificate to the Contractor certifying the deduction so made. For Advance Income Tax or Withholding Tax, the Contractor agrees to furnish a declaration to the Purchaser in the format prescribed by the Purchaser prior to each remittance.

5. TAXES & DUTIES:

5.1 The prices for Services shall be inclusive of all applicable taxes, duties, levies and cesses except Goods and Service Tax and no extra claim of whatsoever nature in this regard shall be permissible. GST shall be paid / reimbursed at actual as per payment terms against submission of requisite documents. The amount of tax, interest, penalty, fine or any other sum payable, and the amount of refund or any other sum due, under the provisions of GST Act shall be rounded off to the nearest rupee and, for this purpose, where such amount contains a part of a rupee consisting of paise, then, if such part is fifty paise or more, it shall be increased to one rupee and if such part is less than fifty paise it shall be ignored.

5.2 No taxes and duties other than those specified in the Letter of Intent / Purchase Order shall be payable by the Purchaser except in case of new taxes, duties imposed or levied by Government or

Any increase in taxes and duties, new levies beyond contractual delivery date shall be to Contractor's account.

5.3 For the Products under this Agreement/Purchase Order, the Contractor shall be solely responsible for payment/discharge of all the State GST and all other taxes, duties and new

5.4 It is agreed between the Parties that if, however, by reason of any amendment of Central/ State law or any interpretation inferred by tax authorities pertaining to taxes and duties, the Contractor shall study and understand the new regime of taxes and duties and their responsibility/liability there under and shall further indemnify and keep the Purchaser, its directors, its employees etc., indemnified with respect to all and other related liabilities thereof.

5.5 If the Contractor receives a notice or assessment from any taxing jurisdiction claiming that the Contractor or the Purchaser is liable for any Tax for which the Contractor has agreed to make payment/remittance, the Contractor shall so notify the Purchaser in writing no later than ten (10) days of its receipt of the claim/notice. If the Contractor fails to provide the Purchaser such notice within the ten (10) days, the Purchaser shall have no obligation to support/assist. If the Contractor has a reasonable basis to contest, protest, or challenge the imposition or amount of any Tax, the Contractor, at its own expense, may proceed, in which case the Purchaser shall cooperate fully with the Contractor including, but not limited to, providing documentation and other information as required by the Contractor to settle or sustain the appeal.

6. ADDITION / DELETION IN SCOPE: Unit prices for addition / deletion shall be submitted by the Contractor along with the offer, which shall be valid for the entire contract Period.

7. REPEAT ORDERS: The Purchaser reserves the right to place repeat order at same unit prices and terms for any Project for a period of 12 months from date of LOI / P.O.

8. DELIVERY: From Date of LOI/PO - Delivery period is strictly from the date of LOI / P.O., unless otherwise specifically mentioned. Taking necessary Drawings/QAP approval from the Purchaser and/or End Client & to ensure timely delivery shall be responsibility of the Contractor. The Purchaser will assist during approval process.

This project will be executed as per Technical Specifications provided during enquiry stage and approved drawings/documents. In case of any discrepancy between the Purchaser's specifications, the Contractor's offer, Approved Drawings/Documents, the decision on final requirements will be that of the Purchaser. In any case, the Contractor shall necessarily submit the deviation list mentioning the clause no. & deviation asked in the deviation list. In case there are no deviations taken by the Contractor, it is still mandatory to attach the technical as well commercial deviation list along with the technical bid & clearly mentioning "NO DEVIATION" on the sheet. For supply and services of engineered system, this PO is on back to back basis & not on BoM (Bill of Material) basis & shall be strictly according to the Technical Specification.

9. Organization Chart:

The Contractor shall provide the organisation chart and escalation matrix of its organisation at the time of offer submission itself.

10. TERMS OF PAYMENT:

Contract Performance Bank Guarantee (CPBG): CPBG for 10% of the total contract value shall be submitted in the Purchaser's prescribed format valid till 6 (six) months from the date of successful handover of site to end customer, within 3 days from date of receipt of LOI/Order confirmation.

For Services:

a) The Contractor shall raise the running account invoice of 90% amount of approved quantities executed at site and payment shall be released within 30 (thirty) days after completion of work against milestones/executed approved quantities and submission of Original Invoice along with certification of work completion, duly approved by the Purchaser's Site in-charge / Project Manager subject to fulfilling following conditions.

a. Acceptance of LOI/PO.

c. Erection protocols, measurement sheets for the completed works signed and certified by the Purchaser's site incharge and end customer. d. Detail cumulative material reconciliation report in the Purchaser's format for the services completed till the time of running account bill.
e. Labour license No and renewal date
f. BOCW license No and renewal date
g. Workmen register form No XIII
h. Muster roll, wage register, advance register, fine register, overtime register, damages and loss register.
i. PF challan, ECR and payment made copy.
j. ESIC Challan, ECR and payment made copy
k. Workmen compensation policy
l. Profession tax challan copy
m. submission of detail reconciliation statement clearly mentioning the balance material, acceptance of agreed debits, handover of balance material in purchaser designated area.(For final RA bill)

b) 10% against each approved running invoice amount shall be raised cumulatively after successful handover of site. The Contract closure procedures to be complied in the Purchaser's format before release of final payments.

11. INSPECTION:

Inspection of the equipment/completed works shall be done by the Purchaser and/or the Purchaser's Customer and/or End Client, for which 3 (three) weeks advance notice is necessary. Inspection call should be supported with photographs of ready / in-process equipment. The necessary internal test certificates/reports and type test reports (if applicable), erection protocols, measurement sheets shall be submitted at least 10 (ten) days prior to schedule inspection dates. Approval and inspection by statutory authorities, wherever necessary, shall be arranged by the Contractor at his cost. The Purchaser or their representatives reserve the right to visit the Contractor's Contractor premises with or without notice to expedite and verify status of order and carry out stage inspections & final inspection of the equipment as per approved Quality Assurance Plan or otherwise if so required. In case the Equipment(s) are not ready in totality for Inspection on the scheduled inspection date, the applicable penalty shall be levied by the Purchaser. In case of Inspection by end client/appointed agency, inspection expenses shall be borne by the Contractor.

12. INSURANCE:

All types Insurance Coverage for Material, Tools & Tackles, Vehicles, Workmen and all Third Party Liability shall be in the scope of the Contractor.

13. INSURANCE FOR CONTRACTOR'S PERSONNEL AND TOOLS & TACKLES:

The Contractor shall be responsible for compliance with all statutory requirements like Insurance, Provident Fund, Workman's Compensation Act, and Medical etc., of the Contractor's Personnel being deputed to site. The Contractor shall provide necessary proof of compliance of this entire requirement to the Purchaser on demand. The Contractor shall indemnify the Purchaser against all claims that may arise in this regard. It is the responsibility of the Contractor to take insurance of his personnel as well as tools & tackles.

14. ON-SITE WARRANTY/ DEFECT LIABILITY (At PROJECT site):

All works shall be guaranteed for a period of 24 (twenty four) Months from the date of successful handover of site to Project.

15. SERVICE DURING WARRANTY PERIOD:

The Contractor shall provide necessary service by self or through channel partners during warranty period without any cost implication to the owner.

16. Penalty:

Any delay beyond the agreed date of delivery will attract penalty at the rate of 1% (one percent) per week or part thereof of total Contract Value, subject to maximum of 10% of the Contract Value, without prejudice to any other terms/ conditions of this Purchase Order.

Liquidated damages for deficiency / shortfall in services:

The liquidated damages for deficiency or shortfall in services provided by the Contractor resulting into deficiency in the performance of the Machinery, Equipment, and Auxiliaries shall be as per details

Company shall be entitled to terminate the order and recover the entire price paid to the Contractor. It is further agreed by the Contractor that the Liquidated Damages on account of delay in completion of services and on account of Deficiency / Shortfall in services are mutually exclusive and therefore shall be applied independently. The total liability of the Contractor under the Contract shall be limited to 10% of the total contract price. The Company shall have the right to deduct the Liquidated Damages from any amount due or becoming due to the Contractor or from any of the Bank Guarantees furnished by the Contractor by en-cashing the same through their bankers or by way of deduction from the contract price.

17. RISK PURCHASE:

In the event of any failure in adhering to PO terms and completing work by stipulated delivery date to the complete satisfaction of Godrej Agrovet Limited or in the event of non-performance of ordered scope of work after commissioning due to design and/or manufacturing defects or non-performance of its obligations in terms of this contract, the Purchaser reserves the right and option to cancel the order in part or full and purchase such cancelled scope of work from elsewhere on account of and at the risk of Contractor without prejudice to other terms & conditions of this purchase order. The differential amount that would be incurred by Godrej Agrovet Limited in appointing such third party will be recovered in full from the Contractor.

18. ASSIGNMENT AND SUBLETTING OF CONTRACT:

The order shall not be assigned either wholly or in part by the Contractor without obtaining in advance, a written consent from the Purchaser. In case the need for assignment and subletting any part of the order arises, the same shall only be entrusted to a sub-vendor / sub-Contractor approved by the Purchaser in writing. Any such assignment shall not relieve or absolve the Contractor from any obligations, duty or responsibility under the Contract. Any assignment as above without the prior concurrence of the Purchaser shall be deemed null & void.

19. PROGRESS REPORT:

The Contractor will submit progress report to the Purchaser on daily, Weekly & Fortnightly basis for construction activities.

20. CONFIDENTIALITY & NON DISCLOSURE:

The Contractor shall not disclose any confidential information received from the Purchaser or otherwise acquired during the course of the performance of this order to any third party without the prior written consent of the Purchaser. Provided the Contractor shall have the right to disclose such confidential information only to the extent necessary and required to be provided to its sub-Contractors for proper performance of this order, after receiving a written confirmation from the Purchaser. The Supplier shall return all the confidential information (whether provided in tangible or intangible form) to the Purchaser and accordingly provide evidence to that effect of such return.

21. TERMINATION:

In the event of any breach of terms and conditions by the Contractor under this Purchase Order, the Purchaser shall give 15 (fifteen) days notice in writing to the Contractor for rectifying/making good/remedying the breach. On the failure of the Contractor to do so within the agreed time schedule, the Purchaser shall forthwith be entitled to terminate this order either in full or in part at any time thereafter.

22. SUSPENSION:

The Purchaser may suspend the supplies in whole or in part at any time by giving the Contractor notice in writing to such effect stating the nature, the date and anticipated duration of such suspension. On receipt of notice of suspension, the Contractor shall stop all such supplies which the Purchaser has directed to be suspended with immediate effect. During suspension, the Contractor shall protect, store, secure and ensure such part of the supplies against any deterioration, loss or damage.

23. FORCE MAJEURE:

● Force Majeure shall mean: a. Any event or circumstance which is unforeseeable, insurmountable and outside the control of the party, to the extent it directly prevents that party from performing any of its obligations under the Contract and is due exclusively to natural causes of an extraordinary nature which have been officially declared by local authorities as natural catastrophe.

b. War (whether war be declared or not) between sovereign powers. c. Insurrection; military action;

- Force Majeure shall not include :
 - a. Any labour dispute, mechanical breakdown of whatsoever kind not resulting itself from an event of Force Majeure; lack of funds or the inability to make payments in the manners specified herein; inclement weather;
 - b. Any event or circumstance that makes performance by a party merely uneconomic or commercially impracticable including without limitation recession, depression, inflation, deflation, tax rate or law changes, exchange rate fluctuations, or changes in prices;
 - c. Any act or omission or default on the part of a Contractor that is not itself attributable to an event of Force Majeure (as defined herein);
- The Contractor shall promptly notify the Purchaser the full details of conditions of Force Majeure on commencement and cessation of such circumstances. Contractor shall also furnish necessary documentary evidence on prevalence of such conditions. Extension to agreed delivery dates shall be limited to the length of the period during which the Force Majeure conditions existed. On no account there shall be any price increase due to any force majeure events. The Contractor is entitled for time extensions without price escalation, in case the period of force majeure event exceeds 7 (seven) days. In the event Force Majeure circumstance continues for a period of more than three months, the parties may discuss and mutually agree upon the future course of action which may include termination of contract.

24. DISPUTE RESOLUTION:

- Any dispute or difference between the Parties arising out of or in connection with this PURCHASE ORDER which cannot be resolved amicably between the Parties at the level at which it arose within 15 (fifteen) days thereof shall, in the first instance, be referred to a designated committee that is mutually nominated by both the Parties for resolution within the next 30 (thirty) days, failing which the same shall be referred to the Directors of the respective Parties for an amicable settlement. If the dispute cannot be settled within a further period of 30(days), such dispute shall be resolved by arbitration in accordance with Indian Arbitration and Conciliation Act, 1996, by sole arbitrator to be appointed by mutual agreement between the PARTIES. If parties fail to mutually appoint sole arbitrator, then each party shall appoint its arbitrator and both arbitrator shall appoint a Presiding Arbitrator in terms of Indian Arbitration and Conciliation Act, 1996. Each Party shall have the right by giving notice to the other Party to refer any dispute or controversy arising out of PO and / or Contract to arbitration at any time without recourse to court litigation. The award of such arbitration shall be final and binding on the Parties.
- The arbitration proceedings shall be conducted in English language in Mumbai, India.
- This PURCHASE ORDER / Contract shall be subject to the laws of India.
- Reasonable expenses of the arbitration shall be allocated between the Parties by the arbitrator on an equitable basis. On request of either Party, a transcript of the hearings shall be prepared and made available to the Party.
- Work under the PURCHASE ORDER shall be continued by the Parties during Arbitration proceedings unless otherwise directed in writing by PURCHASER.

25. APPLICABLE LAWS & JURISDICTION:

Regardless of the place of contracting, place of performance or otherwise, all questions, disputes or differences arising under, out of or in connection with the Order shall be settled in accordance with the laws of India (both procedural & substantive) and particularly the state of Maharashtra, as amended from time to time, being in force and to the exclusive jurisdiction of the courts in Mumbai, India.

26. INDEMNIFICATION:

The Contractor shall indemnify and hold the Purchaser, its directors, its employees and its Clients etc., harmless from all claims, losses, demands, causes of actions or suits arising out of the systems, Machinery, Equipment, Services and Materials furnished by the Contractor under this Purchase Order / Contract. The Contractor shall also indemnify the Purchaser, its directors, its employees and its Clients etc., against all third party claims and infringement of trademarks and / or patents.

The Contractor shall also defend, indemnify and hold harmless the Purchaser, its directors, its employees and its Clients etc., against all losses, expenses, demands, claims and costs of whatsoever

to any person or loss of work, materials, physical damage to any property, material on site which may arise out of any activity or work carried out by the Contractor or his personnel.

27. LIABILITY FOR ACCIDENTS AND DAMAGES:

Until the Handover of the Project to End Client, the Contractor shall be responsible for any loss or damage to their own personnel and property resulting from any cause connected with Supply, Construction, and Installation & Commissioning. The Contractor will, at his cost, arrange for insurance cover for death or bodily injury suffered by any of his employees, labour deployed at site.

28. Correctness and completeness of the order:

The Contractor agrees and undertakes that the Erection and Commissioning services so provided by the Contractor shall be correct and complete in every respect for safe operation and maintenance of the Machinery and Equipment. They may not have been specifically detailed in the respective specifications, unless included in the list of exclusions. The Contractor shall not be eligible for any extra payment in respect of such mounting, fixtures and accessories. Same as provided herein above, the scope of work and services mentioned herein is the stipulation and requirement of the Client which shall be met and complied with by the Contractor on back to back basis without any extra cost to the Company.

29. Labour Compliance:

A. The contractor has to observe all local rules for safety/ security/ gate passes etc as advised by the locations-in-charge/ site engineer for contract works to be done at project sites.

B. The contractor shall execute the work in compliance with the requirements of the relevant regulation & acts in force, including but not limited to

- a) Indian Electricity Rules 1956,
- b) Contract Labour (Regulation & Abolition) Act 1970,
- c) Workmen's Compensation Act 1923,
- d) Payment of Wages Act 1936,
- e) Minimum Wages Act 1948,
- f) Payment of Bonus Act 1965,
- g) Payment of Gratuity Act 1972,
- h) Employees State Insurance Act 1950,
- i) Employees Provident Funds and Miscellaneous Provisions Act 1952,
- j) Labour Laws(Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act 1988,
- k) Employees Pension Scheme 1995,
- l) Child Labour Prohibition and Regulation Act 1951,
- m) Industrial Disputes Act 1947,
- n) Child Labour (Protection and Regulation) Act 1986,
- o) Provisions of the Income Tax Act 1961,
- p) Professional Tax Act,

Various rules of safety and installation published by Fire Insurance and any other law relating to the employment of workmen or any subsequent modification or re-enactment thereof.

C. The contractor shall ensure the implementation of all the relevant provisions of the various Labour Laws and regulations and shall be deemed to be the principal Employer for the purpose. Accordingly, they will get themselves registered with the concerned statutory authority as provided under the different Acts and shall be directly responsible to the authorities there under for compliance with the provisions thereof.

D. The contractor shall be responsible for payment of compensation/salary/wages of the persons nominated by them for execution of the work under the given contract. The supervision and control of such persons shall be with the contractor.

E. The contractor will indemnify and shall keep indemnified and harmless Purchaser, its directors, its employees and its Clients etc., from and against all claims, demands, losses and damages, penalties, expense and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by him/them or any of the person/s nominated by the contractor pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on

whether within or without Purchaser's / End Client's Site or premises.

F. It is clearly understood and accepted by both parties that this agreement and the contract/P.O. between the parties evidenced by it are on principal to principal basis and nothing herein contained shall be constituted or understood as constituting either party the agent or representative of the other under any circumstances.

G. Licence for Installation Work: The installation work shall be carried out only by an contractor holding a valid licence issued by the respective State Governments for carrying out installation works of the class involved (Voltage class in case of electrical contractors), under the direct supervision of a person holding a certificate of competency for the same classes, issued or recognised by the State Government

H. For the purpose of Contract Labour (R&A) Act and rules framed there-under, the "Contractor" who should obtain a "Licence" under the said Act if he expects to employ more than 20 workers at any point of time at the given site premises .

I. The contractor indemnifies the Purchaser against any action like prosecution, Fire, show cause notice etc for any breach, alleged or otherwise of any of the provisions of the law by any government/ Judicial authorities.

J. It is clearly understood that Purchaser is not liable to pay any fines or damages in any event.

K. In the event of any incident of death or accidents or injury taking place in respect of any of contractor's employees, which may arise out of and in course of their duties at the designated site, the contractor will be responsible for the consequences thereof. Contractor will also be liable to pay damages or compensation payable in consequences of any accidents or injury sustained by any workman or other persons authorized for work by the contractor.

L. Purchaser will not be liable in case the workmen engaged by the contractor raises any disputes. Contractor will sort out these matters and in any event will ensure that the project work will not be affected at any time.

M. Under no circumstances whatsoever shall Purchaser be liable to reimburse contractor, their servants, agents, staff or employees assigned to perform WORK or to provide any services hereunder in respect of any tax to which such servants, agents, staff or employees are or may after the effective date of this agreement, be subject or which contractor may by law or contract be required to pay or reimburse and which is levied by the government or any government or jurisdiction on any payments made to or income, receipts or revenues of such servants, agents, staff or employees.

N. Health and Safety Precautions : Without prejudice to its general obligation to comply with all Indian Laws and Directives concerning health and safety precautions, the contractor shall at its own cost take all due precautions to ensure the safety of its staff and labour and in collaboration with and to the requirements of the local health authorities where appropriate, shall ensure that staff with adequate medical training, first aid equipment and stores are available at the Site at all times throughout the period of the Contract Agreement and that suitable arrangements are made for the prevention of epidemics including all necessary welfare and hygiene requirements. In the event of the outbreak of any illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements of any Competent Authority for the purpose of dealing with and overcoming the same. Safety helmets of a quality specified and/or agreed by the End Client / Employer shall be provided by the contractor for all its staff and labour force, free of charge and it shall be compulsory for such helmet to be worn at all times when on site.

O. Workmen's Compensation (Purchaser's / Employer's Liability) : Workmen's Compensation and Purchaser's / Employer's Liability Insurance covering the employees of contractor for all compensation and other benefits required of contractor by Worker's Compensation or similar statutory insurance laws of any nation or political subdivisions thereof to which contractor operations under this Contract / Agreement are subject in respect of liability for bodily injury by accident or disease including death resulting there from sustained by any employee of contractor arising out of and in the course of his/her employment.

P. It shall be sole responsibility of the contractor to obtain approvals/ Licences from competent authority

authorities and satisfy them regarding the compliance with latest safety regulations in force at the time of commissioning for his scope of work.

Q. The contractor shall be responsible for any damage to the equipment during erection and replace/ repair the same at his own expense. The contractor shall work as per the Purchaser's project schedule and shall not be relieved until the project is completed and handed over to the End- Customer's operation team.

R. The contractor shall arrange for medical services, insurance, license, boarding & lodging, safety equipment, tools and tackles, instruments required for execution of contract at his own expense .The Purchaser shall not be responsible and will not bear the cost of idle labour of the contractor. Medical services, boarding, lodging, insurance of work force required for this contract shall be borne by contractor only. The Purchaser shall not be responsible for labour issues, if any arising out of execution of contract, No claims for overtime, idle time etc. shall be entertained at any stage. The contractor shall solely be responsible for all equipment and materials in its custody stored, loose, semi-assembled and/or erected by him at site and the safety of equipment until handed over to the purchaser / end customer. The contractor shall be responsible for any damage to the equipment during erection and replace/ repair the same at his own expenses.

S. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site with the written permission of the End Client / Employer in the prescribed manner.

T. The contractor shall work as per the Purchaser's / End Client's project schedule and shall not be relieved until the project is complete. Any damage or required modification for material movement to the existing equipment shall be restored by the contractor.

U. Contractor shall submit the following as and when required by the purchaser / end customer:

- i. Proof of payment of ESI Challans and Statement
- ii. Proof of Deposition of EPF
- iii. PF challans and Statement
- iv. Master Sheet consisting of Wage sheet along with details of deductions, Fines, over time, Advances, on 7th of every month for inspection, signature of Purchaser's site engineer.
- v. Employee register and daily attendance register
- vi. TPL – Third Party Insurance must be given by the contractor.
- vii. EL (Earned Leave) records
- viii. Bonus & EL must be given to the labour in front of the concerned officer of Govt. concern. If these papers not signed by concerned officer then contractor has to submit bank statement to the CLC (Contractor Labour Cell) office for getting final CLC.

All the above copies should be signed by Govt. Department concerned officer with stamp.

30. ACCEPTANCE OF TERMS & CONDITIONS:

The Contractor declares and confirms that they have read and understood the terms and conditions set out hereinabove, which are conditions precedent to the acceptance of the Order. Further the Contractor also confirms that no subsequent amendments / alterations to the Purchase Order shall be valid unless consented to by the Purchaser expressly in writing. The Contractor shall acknowledge the receipt of this Purchase Order and confirm their acceptance to the same in writing within 3 days of receipt of this LOI / Purchase Order, failing which, it shall be deemed that the LOI / Purchase Order is unconditionally accepted by the Contractor.

Signature of authorized representative _____

Name & Designation:

Name of the Contractor:

Date & Place: _____

Completion date of contract agreed by contractor: _____

Godrej Agrovat Limited

Contractual Safety Rules and Regulation

1. Safety Principles and Objectives of Company

1.1 Safety Principles

- Safety is Paramount
- Safety rules are non-negotiable and mandatory.
- Safety at construction sites is mandatory requirement as it is directly related to safety, welfare, health & hygiene of staffs and workers of contractors as well as employees and contract workmen of Godrej.
- Accidents and occurrences of near-misses can be avoided by proper planning, supervision and thorough implementation of work method statements, safe practices etc at work place.
- All types of injuries, fatalities, loss of property, time & cost can be avoided through preventive measures.
- To increase safety consciousness of the workforce and the supervisory staffs, continuous training and motivation towards safe practices is must.
- Regular monitoring, inspections and safety audits will form an integral part of the safety programs at the workplace.

1.2 Safety Objectives

- To provide a safe & healthy working environment to all workers and supervisory staffs.
- To ensure safety at each and every level of the project as an integral part of the activities.
- To enhance the safety & health standards as a continual improvement process.
- To complete incident free project – "SCORE ZERO".

2. General

2.1 The contractor shall abide by the policy, procedure and core values of the Godrej Agrovat Limited and its subsidiary companies here after referred as "Company".

2.2 These are mandatory requirements for all employees, contractors and visitors. The contractor shall ensure that any time during the performance of the work his personnel are not under influence of any alcoholic liquor, drug or other intoxicating substances. Breach of any of these rules will result in severe disciplinary action, with possibility of immediate termination of employment or contract or dismissal from the site or penalty (Rs. 5000/ incident).

2.3 The following acts are prohibited anywhere inside the erection, construction, repair, maintenance, cleaning, painting, alteration or demolition of the plant, machinery & buildings etc. project of the Company:

- Possession or use of lighter, matches, cigarettes, smoking, tobacco chewing, alcohol, illegal drugs, firearms, ammunition, fireworks etc, other than the one permitted for site work.
- Fighting bullying, harassment, horseplay or other violent actions.
- Self-harm or attempted suicide.
- Vandalism or willful damage or destruction of company property.
- Deliberate violations of safety rule or procedure, in particular any unauthorized interference with critical safety systems.
- Deliberate negligence in the safe execution of tasks including sleeping on duty.
- Instructing others to deliberately contravene safety rules or interfere with critical safety system or placing another employee, contractor or visitor in danger.

2.4 The contractor shall adhere to safe working practices and guard against hazardous and unsafe working conditions and shall comply with company safety rules as laid down in this contract and issued from time to time.

out of the performance of obligation under this contract and shall indemnify and keep indemnified company in respect of thereof.

2.6 In case of emergency/ fire, all contract personnel, except those involved in fire fighting or rescue work should report at nearest marked emergency assembly point or safe location.

2.7 Additional or special safety requirements which are unique for the contracted work to be carried out will be defined and /or listed elsewhere in this contract, its annexure or company guidelines.

2.8 The contractor shall provide for all safety requirements prescribed herein under. All cost related to safety at site as directed by the company as required and not limited to the items listed, shall be borne by the Contractor.

2.9 It is the Company's endeavor to secure a high standard of safety at sites. Therefore, Contractor must know their responsibilities under common law for their establishments, employees & neighboring community/ property and to conduct their business and method of work to confirm to the best engineering practices.

2.10 The Company is confident that the observance of these rules by Contractor will assist in the avoidance of incidents.

2.11 All Contractors shall make sure that the Project Incharge & Safety Officer of the Company is notified as and when they or their sub-contracting firms are reporting for work on site. 2.12 Contractor should not engage following peoples at our site

- Aged (above 58 yrs.) and weak people
- Suffering from illness
- Injured (like fracture etc.) peoples
- Pregnant woman
- Child labor

3.Role & Responsibility of Site Engineers / Supervisors / Safety officer (Contractor Roll)

3.1 Responsibility

The contractor shall be fully responsible for supervision of its site, plant & machineries, all activities, labor camp and personnel to ensure that they strictly adhere to all applicable safety & fire requirements.

It is the primary responsibility of site engineer / supervisor to ensure implementation of these safety rules and regulations at site. The provision and presence of safety officer does not absolve the concerned Supervisor i.e. Site Engineers, Tower Incharge, Section-In-Charges, supervisors, line managers etc of the Contractor from the responsibility of ensuring safe working condition for the workmen deployed under their control. The respective Supervisor stands equally accountable for occurrence of any near-miss and / or any accident at site and the Company reserves the right to advice contractor to take suitable actions, as deemed fit, against the Contractor's personnel responsible for such lapse in ensuring proper safety at site. Here supervisor means not a designated person as supervisor but he is a personnel incharge of men and the job, regardless the designation.

3.2 Role of Site Engineer/ Supervisors

The contractor shall deploy responsible supervisor to supervise each activity and notify the list of such supervisors to company. The contractor shall make sure that every job is supervised and responsibility is explained to them, whether supervisor belongs to sub-contractors or any other agency deployed at site.

- Supervisor will not start any critical job at site without proper approval / work permit as required under company rules.
- Supervisor will be responsible for comply all required conditions of the permit if required.
- Supervisor will be always present during the job till its completion.
- Supervisor shall provide all required PPE's to his workmen.
- Supervisor shall carry out the work safely as per method statement to eliminate hazard and minimize risk of injury to his own personnel, damage to equipments & property.
- Supervisors will remain fully responsible for ensuring that work is carried out in a safe manner inclusive of duties undertaken by his sub-contractor. Whenever required and necessary, supervisor should contact/ consult the safety officer for advice.
- Supervisor shall communicate with all his workmen and sub-contractor on general safety requirement of the Company, conduct safety talk before starting the work and keep them informed about do's & dont's in case of emergency.
- Contractor's supervisors shall have the authority and responsibility to ensure safe working. Supervisor shall ensure that a responsible person must be present where job involving high hazards and it should not be left to the workers to decide the job is safe or not.

safety induction, proper training / counseling from safety officer.

- Supervisor shall arrange and maintain all safety & fire protection equipments, provided by contractor or company.
- It shall be responsibility of the supervisors to ensure that workers are coming at site with proper clothing and loose clothing's not allowed.
- If there are many jobs carried out at different locations by a contractor, then supervisor shall take frequent rounds of the work areas and shall ensure that all the jobs are being carried out with full safety precautions.
- Supervisor must always set the right example by following safety rules and taking all precautions for job by wearing safety appliances such as safety helmet, safety shoes and when required safety belt etc.
- Supervisor should conduct safety check of location/equipment prior to job and if required conduct risk assessment.

4. Work Method Statement, Hazard Identification and Risk Assessment:

Contractor shall actively analyze job-specific hazards in order to identify the probable causes to these hazards, well in advance, and recommend the remedial measures. The contractor shall submit site specific activity wise method statements after incorporating risk assessment outcome before starting relevant activity for approval of Company Project Manager. The contractor shall adhere to the standard work method statement and any deviation shall be informed to the Company and fresh risk assessment shall be conducted and additional safety controls as required shall be enforced. Contractor shall implement the method statements and impart training to staff. All safety inspection checklists shall be derived based on Method statements & risk assessments.

5. Safe Working Procedure

5.1 Demolition:

Before any demolition work is commenced and also during the progress of the work, the Contractor shall take all necessary precautions:

- All roads and open area adjacent to the work site shall either be closed or suitably protected. Appropriate warning signs shall be displayed for cautioning persons approaching the demolition area. The area shall be cordoned off properly by firm railing 1m height pipes or 5m GI sheet fencing.
- Protection of adjacent building, underground service lines should be ensured. Under pinning operations shall not be permitted unless adequate measures against collapse of structure are ensured.
- Before demolition work begin, the Contractor shall remove glass panels & fragile and ensure that the power on all electric service lines, water lines, gas / chemical lines / liquid raw material is shut off and the lines are cut or disconnected at or outside the demolition site. If it is necessary to maintain electric power during demolition operation, the required service lines shall be adequately protected against damage.
- Persons handling heavy materials /equipments shall wear safety shoes & safety helmets.
- No floor, roof or other part of the building shall be overloaded with debris or materials that may render it unsafe.
- Entries to the demolition area shall be restricted to authorized persons only.
- Required PPE should be provided to all such as safety shoes, safety helmets, dust mask, goggles, cutting welding face shield, heat resistance hand gloves & were required safety belts.
- Immediate cover / barricade open pits or holes / cut outs / openings on mezzanine floor / Metal structure.
- Night work or silent hours (Sunset to Sunrise) work shall not be allowed unless and until pre approval from company and adequate illumination shall be installed.
- Defective hand tools, without safety guard equipment / tools shall not use at site.

5.2 Scaffolding and Working at Height

- The scaffold to be erected for working at height shall be designed for the estimated load (load of the RCC structure to be supported, live load and other vibrations load during casting, etc.) and design shall be approved by structural consultant in advance. The scaffold components shall be designed for at least 4 times of the maximum intended load.
- The use of Bamboo/Wooden scaffoldings is prohibited and shall not be used at Company sites irrespective of height of work and only steel scaffolding shall be used by the contractor.
- Base of the scaffold shall be supported on leveled and firm ground as far as possible. In case such

distributed with the help of base plates, sole plates or channels, etc.

- The base of the scaffold shall be away (at least 1.5m) from excavated pits, open drains, manholes, water logged area, etc.
- Contractor shall ensure that there is no vehicle movement near the erected scaffold and it shall be protected by proper barricading/warning sign, etc.
- The scaffold material shall be pre-inspected by Company Site Engineer or Incharge for its condition i.e. it shall be free from bends, cuts, rust, coated by anti-rust paint etc. All vertical members shall be in plumb and correctly spaced. The joints of vertical and horizontal members shall be properly connected with couplers, lock pins, etc.
- The access to the scaffolding shall be free from obstructions, protruding dowels, undesirable and slippery materials. Stair tower, monkey ladders, gangway, etc. shall be provided in the scaffolding for movement of the workers.
- The working platform fully decked or minimum width of 600mm and the access to the scaffold shall be free from all debris and loose materials.
- Contractor shall provide necessary PPEs to the workers working at height viz. full harness-double lanyard, safety belt-with scaffold hook, fall arrestor, Safety net, kinetic shock absorber, safety helmet, safety shoes, gloves, etc.

5.3 Ladder

- Ladder shall be of rigid construction having sufficient strength for the intended loads and made either of good quality wood or metal. All ladders shall be maintained well for safe working condition.
- Whenever ladder is not securely fixed an extra worker shall be engaged for holding the ladder.
- Ladders shall not be used for climbing while carrying materials in hands. While climbing, both the hands shall be free for holding the rails. Contractor shall make alternate safe arrangement for lifting of tools and implements for all his workers working at height.

6. Lifting and hoisting machinery

General: Use of lifting machines and tackles including their attachments, anchorage and supports shall conform to the standards and shall also conform to the following conditions.

- Lifting machines and tackles shall be of good mechanical construction, sound material and adequate strength and free from any defects and shall be kept in good repair and in good working condition. Every rope used in hoisting or lowering materials or as the means of suspension shall be as per manufacturer's guidelines, of good quality and adequate strength and dimension and free from any defect. Test certificates of such ropes, D-shackles, etc. shall be submitted in advance by the contractor.
- Every crane operator or lifting appliance operator shall be properly trained and competent. No person under the age of 21 years shall be in charge of any hoisting machine or to give signal to operator of such machine.
- In case of every lifting machine (and of every chain, ring, hook, D-shackle, swivel and pulley block used in hoisting or as means of suspension) the safe working load (SWL) shall be ascertained and clearly marked. In case of a lifting machine, having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear shall be loaded beyond the safe working load except for the purpose of testing.
- The base of such hoisting equipment shall be kept in perfect horizontal condition since any tilt would reduce the load carrying capacity of the equipment. The foundation shall be firm enough to support the equipment. The level shall be checked every day before starting the work in case of mobile hoisting equipment.
- Double sling shall be used for hoisting material. The angle of the sling shall be wide enough for safe hoisting and the sling shall be adjusted as per the centre of gravity of the material to be lifted. A guide rope (manila rope of sufficient length, normally 1.5m long) shall be attached to the end of the material lifted in order to pull the same conveniently during lowering.
- The Contractor shall notify the safe working load (SWL) of the machine to the Company Project Incharge whenever he brings any machinery to site and get it verified by Competent Person, supported by a valid test certificate.

7. Saws:

The contractor shall ensure that all the built-in safety devices of the pneumatic saws such as adjustable

tampered by the workers during operations. The contractor shall provide standard PPEs such as ear plugs or earmuffs.

8. Grinding machines:

- The contractor shall use correct type of wheel depending on type of material to be ground such as separate wheel for concrete and steel surfaces, etc. The expiry date written on the wheel shall be referred before use. The RPM of the wheel shall match with that of the grinding machine. The wheel may get chipped or cracked in transportation or in storage. In order to check this defect, the wheel shall be held loosely on a finger through the arbor hole and tapped lightly with a wooden hammer. The grinding machine shall have proper earthing, guards, etc. and the operator shall use all necessary PPEs like goggles, ear plugs, dust respirators, etc.
- All portable grinders shall be used only with their wheel guards & tool rest in position to reduce the danger from flying fragments should the wheel break during the use.
- Grinding wheels of specified diameter only shall be used on a grinder portable or pedestal in order not to exceed the prescribed peripheral speed.
- Goggles shall be worn during grinding operation.

9. Electric Arc Welding:

For Electric Arc welding the following additional safety precautions shall be taken.

- All power connections shall be routed through ELCB of 30mA rating and machine connections shall be through MCB. Double earthing shall be provided to the welding machine. A provision of a separate return path shall be ensured.
- The cable to be used shall be of adequate capacity corresponding to output of the welding transformer / generator and shall be routed through dry isolated path. Welding cable terminals shall be provided with lugs and connected properly. Proper insulation of cable with insulation tape of approved quality shall be ensured and only double insulated cable shall be used. Extension of welding cables shall be done using standard connectors.
- Pipe lines carrying flammables shall not be used as part of earth conductor, but a separate earth conductor shall be connected to the machine directly from the job. Painting and Dye Penetration testing shall not be done near electric arc welding.
- Personal contact with the electrode or other live parts of electric welding equipment shall be avoided. Wires and cables shall not be hung from any metal hook.
- Accidental contact of electrodes with ground shall be prevented.
- The welding cables shall not be allowed to get entangled with power cables. It shall be ensured that the cables are not damaged by movement of materials. Dragging and coiling of cable shall be avoided.

10. Erection:

Only trained operators and workers shall be engaged for the erection of structural fabricated members. For erection by mechanical means, following guidelines shall follow.

- The heavy materials shall not be manually handled. They shall be handled and shifted by mechanical means like crane, hydra, trolley, etc. of adequate capacity.
- All mechanical transport devices and erection equipment shall be operated with the assistance of a helper / supervisor exclusively for proper signaling.
- All Lifting machinery & tools to be tested by competent authority
- Chain pulley block, D-shackles and wire ropes (lifting appliances) shall be of rated capacity at least 2.0 times more than the maximum desired load to be lifted. Hooks, jigs and fixtures used shall be marked with their capacities.
- Two or more slings shall be used for lifting the loads and they shall be tied as per the centre of gravity of the load to be lifted.

11. Electrical Safety:

Guide lines for providing temporary power supply at the site and general safety procedures for using electricity are given as under. Following safety requirements shall be complied with before the Contractor uses the power supply.

authority) to be posted at site. It shall be the responsibility of the Contractor to provide and maintain complete installation on the load side of the supply point with regard to the safety requirements at site. All cabling and installation shall comply with the appropriate statutory requirements given below and shall be subject to approval of the Company Electrical Engineer / Supervisors.

i. The Electricity Act, 2003

ii. Indian Electricity Rules, 1956 (as amended in 2005)

iii. National Electric Code 1985 (as amended in 2005)

iv. Other relevant rules of Local Bodies and Electricity Boards

- The Contractor shall make his own arrangements for main earth electrode, tapping thereof & earth pits. Method of earthing, installation and earth testing results shall conform to relevant IS Specifications [IS: 3043 # 1987 (Reaffirmed in 2001)].

- All three phase equipment shall be provided with double earthing.

- All light fixtures and portable equipment shall be effectively earthed to main earthing.

- All earth terminals shall be visible and all earth pits shall be serially numbered and identified. No gas pipes and water pipes shall be used for earth connection. Neutral conductor shall not be treated as earth wire.

- The Contractor shall not connect any additional load without prior permission of Company PM.

- Joints in earthing conductors shall be avoided. Loop earthing of equipment shall not be allowed. However tappings from an earth bus may be done.

11.1 Electrical Installation:

- Only persons having valid wireman's license/competency certificate shall be employed for carrying out electrical work and repair of electrical equipment, installation and maintenance at site. The job shall be supervised by a qualified licensed supervisor.

- Electrical equipment and installations shall be installed and maintained as to prevent danger from contact with live conductors and to prevent fires originating from electrical causes like short circuits, overheating, etc. Installation shall not cause any hindrance to movement of men and materials.

- Materials for all electrical equipment shall be selected with regard to working voltage, load and working environment. Such equipment shall conform to the relevant standards.

- The minimum clearance to be maintained for all overhead lines along roads and across roads shall be 6.10m (minimum) as per the Rules 77-80 of Indian Electricity Rules, 1956 (Amended in 2005).

- Grounding conductor of wiring system shall be of copper or other corrosion resistant material. An extra grounding connection shall be made in appliances/equipment where chance of electric shock is high.

- Electric fuses and/or circuit breakers installed in equipment circuits for short circuit protection shall be of proper rating. It is also recommended that high rupturing capacity (HRC) fuses shall be used in all circuits. An Earth Leakage Circuit Breaker shall be provided for all 3 Phase and single phase supply irrespective of kilo watt rating.

- Wires and cables shall be adequately supported and an approved method of fixing shall be adopted. Loose hanging of wires & cables shall be avoided. Lighting and power circuits shall be kept distinct and separate.

- Reinforcement rods or any metallic part of structure shall not be used for supporting wires and cables, fixtures, equipment, earthing, etc.

- All cables and wires shall be adequately protected against mechanical damages. In case the cable is required to be laid underground, it shall be adequately protected by covering the same with bricks, Plain Cement Concrete (PCC) tile or any other approved means. Overhead cables shall be routed minimum 6.1m height on MS poles/ stands and all cables inside buildings shall be routed 2.5m height to prevent tripping, tripping and electrocution etc.

- All armoured cables shall be properly terminated by using suitable cable glands. Multi-stranded conductor cables shall be connected by using cable lugs/ sockets. Cable lugs shall preferably be crimped. They shall be of proper size and shall correspond to the current rating and size of the cable. Twisted connections shall not be allowed.

- All cable glands, armouring and sheathing of electric cables, metal circuits and their fittings, metallic fittings and other non-current carrying parts of electrical equipment and apparatus shall be effectively grounded.

- All the Distribution Boards, Switch Fuse units, Bus bar chambers, ducts, cubicles etc. shall have Mild Steel enclosures and shall be dust, vermin and water proof. ? The Site Distribution Boards shall be as per IP-55 specification i.e. dust & water ingress proof.

- The Contractor shall provide proper enclosures/covers of approved size and shape for protection of the switch boards, equipment etc. against rain. Exposed live parts of all electrical circuits and equipment

- Iron clad industrial type three-pin plug shall be used. Open /naked wire connections are prohibited.
- Open type Distribution Boards (DBs) are prohibited to use at company sites.
- Isolating switches shall be provided close to equipment for easy disconnection of electrical equipment or conductors from the source of supply when repair or maintenance work has to be done on them.
- In front of distribution boards (DBs) a clear space of 1.0 m shall be maintained in order to have easy access during an emergency. Pathway to DBs shall be maintained free from any obstacles. If there are any attachment/base connections at the back side of the switch board, the space, if any behind the switch board shall be either less than 20cm or more than 75cm in width, measured from the farthest outstanding part of any attachment or conductor. If the space behind the switch board exceeds 75cm in width, there shall be a passage way from either end of switch board clear to a height of 180 cm.
- As far as possible electrical switches shall be excluded from a place where there is danger of explosion. All electrical equipment such as motors, switches and lighting fittings installed in work room where there is possibility of explosion hazard shall be explosion proof.
- All connections to lighting fixtures, starters or other power supplies shall be provided with PVC insulated, PVC sheathed twin/three/four core wires to have better mechanical protection for preventing possible damage to equipment or injury to personnel. Taped joints shall not be allowed and the connections may be made in looping system. Electric starter of motors, switches shall not be mounted on wooden boards. Only sheet steel mounting or iron frame work shall be used.
- All the lighting fixtures and lamp holders shall be of good quality and in good condition. Badly repaired, glass cover broken etc. shall not be used.
- Only PVC insulated and PVC sheathed wires or armored PVC insulated and sheathed cables shall be used for external power supply connections of temporary nature. Taped joints in the wires shall not be used.

11. 3 Portable Electrical Equipment:

- Portable electrical equipment shall be weekly examined, tested and maintained to ensure that the equipment and its leads are in good order. Register shall be maintained for inspection recording the testing dates and results of the equipments. The insulation and winding resistance of the portable electrical equipment shall be checked at least once in a month and report shall be submitted for all such machines.
- All portable appliances shall be provided with three core double insulated cables and three pin plugs. The third pin of the plug shall invariably be earthed. It shall be ensured that the metal part of the equipment shall be effectively earthed.
- All connections to portable equipment or machines from the panel/distribution board/extension board shall be taken using 3 core double insulated PVC flexible copper wire in one length. No joints shall be allowed in this flexible wire. In case, single length of wire is not sufficient for a particular location then the supply can be tapped by providing another extension board comprising of switch and socket. Isolation switch shall be made available as close as possible to the equipment.
- Flexible cables for portable lamps, tools, and apparatus shall be regularly examined for insulation integrity, tested periodically and maintained to ensure safety and protected against mechanical damages.

12. Housekeeping :

Good housekeeping is one of the foundation stone for safety. Many accidents can be avoided just by having proper and good housekeeping in the construction site. The Contractor shall promote and upkeep the practice of good housekeeping throughout the contract period in order to create a safe and hygienic working environment at site. Housekeeping management shall be integral part of the Site Safety Plan and Site Logistics Plan.

13. Lifelines & Fall-grab Arresters:

While working with suspended platforms, gondola, mast-climber working platforms, cantilever platforms or scaffolds, tower crane access ladder, work in lift-shafts & other shafts, the Contractor shall ensure that the independent lifeline of 12mm/ 14mm Polyamide rope of approved quality and fall-grab arrester is provided. Ensure that the lifelines are independently fixed to the building structure or any other rigid support and not tied with the equipment/ platform on which the person is working.

14. Safety Net Protection:

level of safety nets i.e.

▶ Peripheral horizontal safety net for overhead hazard protection shall be erected all along the periphery of every building extending 5m from face of building and erected at height not more than 5m above base of the building.

▶ Another safety net just below working floor but not below more than 6m.

● Specification of safety nets shall be as per IS-11057:1980, as described below:

▶ Made of PP ropes.

▶ Border rope: 12mm (breaking strength 2995 Kg)

▶ Inside ropes: 8mm (breaking strength 1345 Kg) (as height of structure will increase falling impact load on safety net will increase)

▶ Main net mesh size: 4" x 4" or 3" x 3"

▶ Overlay net / debris net (HDPE): 10mmx10mm

▶ Rope test certificate from supplier is must.

▶ Rope test certificate as per IS 5175 & Safety Net test Certificate as per IS 11057 from supplier is must.

15. Personal Protective Equipment:

All necessary personal protective equipment (PPE) shall be provided by the contractor at his own cost, for his workers, supervisors, staffs and visitor/visiting staffs. All PPEs shall conform to relevant IS Standard / EN Standard or any other international code of practice as given under. The contractor shall make available all type of personal protective equipment for use of workers, supervisors and visitors at site as considered necessary by the Company and they shall be maintained in a condition suitable for immediate use. Also the contractor shall take adequate steps to ensure proper use of PPE by those concerned.

ITEMS	Specifications
Full body industrial safety belt & harness- double lan-yard with scaffold hook	IS: 3521-1999/ EN 361; lan-yard length 1.8m
Fall arrestor & Lifeline	Fall arrestor: EN 353-2:2002 Lifeline:12mm/14mm polyamide rope
Ear Muff / Ear Plug	IS: 6996-1973 (Reaffirmed 1998); IS 9167 or EN 3521:2002 and EN 352-2:2002; made of sponge or foam; preferably with cord; length of cord not less than 50cm; after squeezing it should return to its original shape within 30 seconds.
Safety Helmet	MOC- HDPE; IS standard: 2925-1984 (Reaffirmed 2000) or EN Standard 397; chin strap & nap strap (adjustable); Inside- plastic head band.
Safety Goggles	IS: 5983-1980 (Reaffirmed 2002) or EN 166:2001; adjustable arm for personalised fit; made of tough polycarbonate material; lenses with anti-scratch treatment; colour of lenses- Clear (UV clear).
Face shield	IS: 8521 (Part II) # 1977 (Reaffirmed 2002) IS: 8521 (Part I) #1994 (Reaffirmed 2002) or EN 175F; IS1179:1967.
Respirators/ Dust mask	IS: 15321 # 2003, IS: 15322 # 2003 and dust mask IS:9623

Hand Gloves (canvas)	IS 6994-Part-I; MOC-split or chrome leather; stitching should be firm;
Hand Gloves (leather)	IS6994 Part-I; Moc- fabric or coated fabric; additional lining at palm; firm stitching
Electricians hand gloves	IS-4770:1991-rubber gloves
Shoulder pads	Round neck type leather covered with foam cushion, as per manufacturer's specifications.
Safety shoes	IS: 15298 # 2002; EN20 345 certified by laboratory DGMS/CLL; size engraved on sole; ankle height not less than 7cm, acid/alkali resistant sole; foam cushion in inner
Gum Boots	IS-5557: 2004; IS 12254: 1993 (PVC)
Electricians safety shoes	As per manufacturers specifications and test certificate

- During safety induction contractor shall explain to workers in correct usage of basic PPE & safety belts.
- Contractor should maintain minimum 20% buffer stock of PPE at all time.
- It is compulsory that all supervisors and site engineers at site should wear safety shoes and helmets and lead PPE culture.
- All persons employed or supervising at and / or visiting the construction site shall use safety helmets. The colour coding of helmets may be adopted by the contractor as per site requirement.
- Persons engaged in welding and gas cutting works shall use appropriate welding face shields, leather hand gloves and protective clothes. The persons who assist the welders shall use appropriate goggles.
- Workers breaking rock, grinding and chipping shall use protective goggles, dust respirators, ear muffs/ear plugs, etc. In addition, leather hand gloves shall be used where there is no possibility of entanglement with rotating parts. During work, other workers should maintain the safe distance.
- Persons working at height above ground level or floor and exposed to risk of falling shall use full harness safety belts, kinetic shock absorbers, fall arrestor, life lines, and grab ropes. The working platform and access shall be protected by cages, guard railings, etc. The area beneath shall be protected by safety net of adequate strength (as per IS: 11057 # 1984) fastened to substantial supports.
- Wherever two-wheelers are allowed, motorcycle and scooter drivers and their pillion riders shall wear crash helmets inside the sites. Safety helmets shall not be replaced with crash helmets and vice-versa.
- When workers are employed in sewers, septic tanks and inside man-holes which are in use, the contractor shall ensure that the manholes are opened and are adequately ventilated. After it has been well-ventilated, the atmosphere inside the space shall be checked for the presence of any explosive mixture, toxic gas or oxygen deficiency. The workers shall be allowed to get into the man-holes under safe working environment only.
- The man-holes opened shall be cordoned off with suitable railing and provided with warning signals or caution boards to prevent accidents. There shall be proper illumination in the night. All safety measures for working in confined space shall be ensured. In case of forced ventilation, battery backup for ventilation and measures to rescue workers shall be ensured.

ACKNOWLEDGEMENT OF SAFETY RULES AND REGULATIONS BY CONTRACTOR

I, _____ (Name)
 _____ (Designation) of
 _____ (Company) being a Contractor for the project at

Manager/Safety Officer on Safety Rules & Regulations. I fully understand the requirements and agree to abide by the rules & regulations while deploying our workers at the site. Any contravention of the rules and regulations and incident at project on our part shall render us, _____ (Company) fully accountable to all the consequences.

I confirm that I am a Director/ Authorised and appointed representative of the Company.

My contract value for this project is Rs. _____ Crores / Lakhs. The Contract period is from _____ to _____. My peak labour force is estimated to be _____ people and they are expected to stay inside/outside of the site compound.

Signed by: _____ Witnessed by:

Contractor Project Manager/Supervisor Name: _____

Designation: _____ Contact No: _____

Company /Construction Manager Name: _____

Designation: _____ Contact No: _____

CONTRACTOR'S DECLARATION FORM ON THE USAGE OF HAZARDOUS SUBSTANCES AND CHEMICAL AT SITE

PROJECT SITE: _____

I _____ (Name),
_____ (Designation), of
_____ (Company)

being the Contractor of the above construction site, hereby declare that I have checked and confirm which are the hazardous substances and chemical is being used or handled at above site and its safety operational procedures.

I understand that if any hazardous substances/chemicals are used, then the MSDS / guidelines of the chemical shall be complied with. I agree to submit list of all such hazardous substances/chemicals along with MSDS/ guidelines to the Company before such materials are deployed for use at site. Attached is the hazardous substances/ chemical composition and safety operational procedure. The Empty container / bags / box etc. I will keep back along with me

Contractor Project Manager / Supervisor,

Date and Company Stamp