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## WORK ORDER

(Value Contract) :

Vendor Code :- <VENDOR CODE>

<VENDOR NAME>

Order No. :- **Test Order No.**

<>

Order Date :- **26.09.2024**  
Release Date :- **30.07.2025**

Contact Person :-jacob

E-Mail :- @<CLIENT NAME>.com

Phone No. :-

Phone No :- 9876543210

Fax No. :- 1234

Order Valid from 01.08.2024 to 31.08.2025

Please arrange to execute the job as per details given below. Please acknowledge receipt of this order.

Contract Hdr Conditions :

Item No. :- 00001 Desc:- RAW COAL HANDLING, LIFTING & TRANSPORTAT Requisitioner:-

All CGST-SGST/IGST @ 18% Creditable

### Item Details

Item text :

TRANSPORTATION OF MATERIAL MORE THAN 12 KM Job for Coal transportation UPTO 12KM through Road mode. Job includes primarily to ensure supply, loading, Transport & handling of raw coal and coal products (as and when required) from different Coal suppliers (<>/<>/<> any other minesource /company) to beneficiation plants at <Location> division. Other destinations may be added as and when required by the <CLIENT NAME>. Modeof transportation is by road.

### Sr No. SrvLnNo SrvNo. Brief Description

1 10 MS022715 TRANSPORTATION OF MATERIAL MORE THAN 12

### Service Long Text :

Transportation of material (Coal & coal products) from the designated loading point at source to our designated unloading point. Material to be loaded onto hyvas. During transportation, all safety,

statutory and environmental compliances shall be met. All necessary documents pertaining to the transportation process shall be completed before commencement of the job.

**Contract Item Service Conditions :**

Total Price 3.11 / TON KILO METRE INR

Sr No.	SrvLnNo	Brief Description
2	20 MS022640	LOADING & TRANSPORTATION OF MATERIAL UPT

**Service Long Text :**

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Loading & Transportation of material (Coal & coal products) from the designated loading point at source to our designated unloading point. Material to be loaded onto hydas. During the transportation, all safety, statutory and environmental compliances shall be met. All necessary documents pertaining to the transportation process shall be completed before commencement of the job.

**Contract Item Service Conditions :**

Total Price 347.17 / Tonnes INR

**Item Charges**

Gross Price 350.28 INR

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**Header Details**

Header text:

RAW COAL HANDLING, LIFTING & TRANSPORTATION FOR <LOCATION> DIVISION (<Location1> & <Location2> washery). Job Description Brief description of Job for Coal transportation through Road mode. Job includes primarily to ensure supply, Transport & handling of raw coal and coal products (as and when required) from different Coal suppliers (<>/<>/<> any other mine source /company) to beneficiation plants at <Location> division. Other destinations may be added as and when required by the <CLIENT NAME>. Mode of transportation is by road. Coal procurement shall be from <> /<>/<> others and it is an auction based and opportunistic buying process which is largely controlled by the imported coking coal price.

Diesel component in PVC : 33%

Base HSD reference : INR 92.51/L (Location J: <Location>; Ref : IOCL Websiteas on 14.06.2024). Payment Terms: 60 Days.

<Client> management deserves the right to participate in the auction process and decide the quantity of coal to be procured. All transportation assignment shall be subsequent to the same process. Management reserves the right to engage one or more vendor for coal/coal products etc transport to and from any source/destination. In addition to the above process of coal buying, <Client> may engage the services of transporter for transportation of coal and coal products, other than that secured by auction mode. Some T&C of the contract may be modified during/after the pre bid session and also with mutual consent and after obtaining management sanction. In this contract, the following words and expressions shall have the meaning respectively assigned to them, except where the context otherwise requires or implies: # #Company# means # <CLIENT NAME>

LTD including its successors and permitted assigns, having its registered office at 24, Homi Modi Street, Fort, Mumbai-01 # <Client> # <CLIENT NAME> Limited # #Contractors# means # Vendors / Parties those are interested in performing or executing this contract. # #GENERAL MANAGER# means # THE GENERAL MANAGER (<Location>) or any equivalent designation, <CLIENT NAME>

Ltd, being the Head of the Division. # #D.G.M.S# means the Directorate General of Mines Safety, Government of <> under the Mines Act, Regulations and Rules made thereunder with all notifications and its successors. # #Site# means any land & other places over, beneath, in and through which the work stated in the RFQ, maintenance of equipment and other ancillary jobs etc. are to be carried out and includes any other land or places provided by the <CLIENT NAME> lease premises as per the terms and contract # #Month# means the English calendar month.

#



#Day# means 24 hours starting from 00 hours till 2400 hours. # #Shift  
# means 08 hours of working hours as per the timings set in the mines. # DO means Delivery order # BL means Base level. # CL means committed level # MTPD means metric ton per day Product and Vehicle requirement For Transportation of raw coal, 15T/20T or more capacity trucks/dumpers complying with all statutory safety requirements as per Mines act , CMR1957 and various DGMS circulars, prevailing motor vehicle act or rule should be deployed. Bidding rules and selection process Bidders are advised to go through the RFQ carefully and in complete detail. Before quoting, bidders are also requested to visit the site to get acquainted with the localities, working environment & understand the detail scope of job from the authorized representative of <Client>.

However

, a pre-bid meeting will be called to explain the significant scope of job. The following are the salient aspects of the RFQ # # <CLIENT NAME> reserves the right to give full or part business to any of the bidder depending on the evaluation of various factors by <CLIENT NAME>. Therefore, depending on capability of vendor and negotiations with them, total volume of the entire job, route or activity may be given to multiple vendors as well. # Selection of vendor will depend on capabilities and past track record on following key dimensions # # Technical competency # Ø Ability to deploy adequate site safety supervisors and ensure high safety standards in all its operations proactively. Ø Ability to take up challenges of future possibilities of owned or dedicated vehicles with age less than 7 years, so that at any point of time during the contract, the vehicles will not be older than max. 10 years.Ø Significant experience of working in complex socio-political environments with Truck Owners' / Transporters# Unions/Associations, Local communities / associations, etc and the ability to maintain good relationship and harmony with the local administration all the time.Ø Registration of transporter with the State Govt. along with all trucks deployed by the transporter for specified routes and mineral transport. Ø Ability to provide Performance Bank Guarantee as stated in the document # Commercial competency # Ø Submission of cost model / cost data along with commercial quote (as stated in this document) Ø Quoted bid, including relevant escalations proposal built in the cost model for analysis & considerations. Only bidders recommended by the evaluation team based on their technical competency parameters will be eligible to have their commercial bids opened. Final selection from technically competent vendor s will be based on weighted average score on parameters described under Technical and Commercial competency dimensions. The onus rests with the bidder to convince <CLIENT NAME> of Technical and Commercial and service competency with relevant data, references and proof of capability. QUOTATION PROCESS Submission of quotations A Price bid (quotation) needs to be submitted on <Client> e-proc site (B2B portal). Hard copies will be accepted only when the access to <Client> site is not there with the transporter / vendor. Hard copy quote should be in a sealed envelope with just one copy. The requirement of services has been specified in Annexure A. For the technical bid, vendors are required to prove their competency with any and all documents and references that they deem to be important for <CLIENT NAME>'s perusal. Technical bid need to be submitted in a sealed envelope. The envelopes should clearly superscribing the RFQ number and due date. The rates quoted should remain valid for acceptance for a minimum period of 120 days from the date of opening of the quotations. Quotation format All vendors need to be quoted for all routes and items given in Annexure A. Other than for routes and modes of transport where underlying critical infrastructure does not exist currently, rates will be fixed as per requirement and mutual

No. **Test Contract Number**

, and will not be any revision, other than diesel escalations/ deescalations. Any diesel escalations / de-escalations will be factored into the cost based on the actual period of the contract and actual changes to diesel and manpower rates. Technical Bid should have minimum following document: · Job Execution Process · Detail of Equipment and manpower (name & experience) · Confirmation of Tender document Commercial Bid should have minimum following document: · Taxes and duties applicable. · EMD/ BG detail. Price Bid: · Rate for items mentioned in annexure #A#. · Cost Model for arriving the rates. The following conditions need to be met along with the quotation # # Rates above must be inclusive of Octroi, toll taxes & all en-route expenses wherever applicable. Vendors must also, however, clearly indicate the rates of such levies separately. GST applicable should be quoted separately. Payment of extra octroi/toll taxes or any other mode of taxes paid by vendor in due course of transportation shall not reimburse . # Vendors need to indicate the breakup of the quoted rates (cost model). The cost break up should include the distance as a variable parameter and all expenditures including HSD, Lubricant, wages, association rates etc. Quoted bid calculation and cost structure The rates quoted by each bidder for each route / activity should be directly calculable from the cost structure assumptions stated above. To this end, for each quoted rate, bidders need to submit a calculation sheet with cost structure clearly laid out based on the assumptions above (which would be the same for each quote), and the profit margin clearly stated

, in order to arrive at final quoted rate. Bids have to be submitted with the cost structure and associated calculations to arrive at quoted rate. Quantity variation: It is expressly understood between the parties that <CLIENT NAME> shall not bear responsibility for any shortfall in quantity and value of contract for any reason and accordingly, there shall be no claim for such shortfall against <CLIENT NAME> for any cost, expense or loss incurred by any party and <CLIENT NAME> shall, in no event

, be held liable for such cost, expense or loss, by whatever name calle

d. Any cost, expense or loss incurred by the Vendor as a reason of the shortfall in quantity and value of contract shall not be claimed by the Vendor from <CLIENT NAME>. Detail scope of work The scope of work includes but not limited to the following services: A. Mode-1, Transportation of Coal via Road a. To segregate and load good quality of coal onto trucks/dumpers as per the agreed grade of coal between the Company and the coal suppliers as specified in the MOU or Delivery Order (DO)

; b. To transport coal via road from Loading Points to Unloading Points c. To unload coal at unloading point; d. To deploy adequate number of equipment and labours at the Loading Point for effective segregation of stones, boulders and extraneous materials and loading of agreed grade of coal. e. Operation and Maintenance of transport park. B. Scope for Mode-1 Supplies :In addition to the above scope of work, the transporter shall ensure compliance to the following: a. To explore the availability of coal from various sources of <>/<>/<> or any other coal mine of washery grade (Linked Washery) or any other type of coal required for <Client> purpose. b. To coordinate and facilitate Sampling and Analysis as directed by <Client> in line with the Agreement executed between the <Client> and the Coal Suppliers. c. <Client> will analyse the sample collected and after techno economic analysis will approve or disapprove the same. Only after techno economic analysis of sample <Client> will approve the source for coal transportation. d. To maintain good relationship with Higher Management of <>/<>/<> or other mines and all other Central/State Govt officials e. To maintain good relationship with Area Management & Outsourced agencies (MDO) of

<>/<>/<>. f. To ensure collection of DO, Bills, obtaining mining permit, permission, reconciliation of bills with Coal Supplies and refund from the respective <>/C CL/<> mines and any other specific job required to be done by <Client> in the interest of the job continuity. g. To complete Lifting of coal and transportation within the validity of the DO. h. To provide required lifting arrangements for the lifting of coal in the evening and night hours. In case the transportation is being done at night than transporter has to make arrangement for mobile patrolling /joint patrolling at night for the security of material. Also in case it is required, <Client> may advise for joint patrolling during daylight also for better monitoring of the transportation and ensuring lifting compliances. Vendor must arrange for dedicated vehicle. To ensure deployment of vehicle for carrying out site visit for effective supervision. Also depute a authorised senior official with proven decision making capabilities on permanent basis, at station, to ensure better co-ordination for all the above jobs. i. To deploy sufficient manpower at the Loading and Unloading Points for co-ordination and supervision of loading and unloading along with independent Inspection Agency (IIA) appointed by the <Client>. j. The Transporters shall collect Weighment Slips along with Challans as a proof of weighment, Mining challan, E way bills etc road permit, Truck wise Invoice and ensure any infrastructural support required for compliance of the statute. Also, the transporters have to ensure that any compliance, pertaining to the loading & transportation of coal, as required by the coal suppliers from time to time. k. All truck loaded and after weighment from <> weigh bridge should follow pre-defined route and should not stop at any place until truck is weighed at <Client> weighbridge and unloaded at <Client> premises. If stopped due to reason beyond control of vendor, vendor should inform to <Client> concern authority with a reason of stoppage. l. The Transporter may depute their representative to witness the sampling to be done by IIA at Loading Point and Unloading Point. m. The Transporter shall furnish calculations of how many vehicles are being engaged and through how many trips of the same, they are proposing to arrive at the level of operation desired for the month. n. The transporter shall also submit a list of Dumpers to be deployed by them for the ensuing month for approval of <Client>. Such list of vehicles shall be submitted on 21st of the preceding month wise the details of Vehicle Nos. Driver names, etc. <Client> will verify the documents of vehicles and drivers viz. RC Book, Insurance Policy, Pollution Certificate, Driver's License, etc. before approving the list of authorized vehicles. o. The Transporter shall deploy the vehicles in any month only from the list of authorized vehicles for the month. In case any unauthorized vehicle (without prior approval) is deployed by the transporter then the vehicle will not be allowed to be unloaded at <Client> Plant unless a request is given by the Transporter with the required documents for approving the vehicle. p. The Transporter shall ensure that all vehicle (i.e. Dumpers) carrying the Coal shall be covered with Tarpaulin sheets to prevent fugitive emission of coal dust while on the transit. Also special care has to be taken to prevent the coals getting wet and accumulate additional moisture during rainy season. q. The transporter shall ensure sealing the loaded trucks with tarpaulin and <client> seal and seal numbers to be mentioned in the challan, if required by <Client>. If the seal is found broken then unloading shall be done only with the consent of <Client>'s representative. r. The Transporter shall arrange to install GPS/RFID system in all the vehicles from the Vendor as suggested/approved by <Client>. The installation programme shall be completed in a timely manner as desired by <Client>. All the costs related to GPS installation, monthly rental, its repairs and maintenance, replacement of the damaged device, any hand-held device for data entry, etc. shall be borne entirely by the transporter. Before submitting the list of ve

hicles for authorization by <Client> for any month, the transporter shall ensure that the GPS system is installed in the vehicles. If GPS system is not installed vehicle being deployed for the first time then the GPS installation shall be done within a week from its deployment. Any addition or deletion of the vehicles shall be done with the prior written approval of <Client>. GPS monitoring station to be established at <Client> office/washery. <Client> is free to impose deduction / penalty in case of non

-compliance to GPS. s. The Transporter shall ensure that the Dumpers are loaded up to the permissible limit as registered and recorded per R C book of the Dumpers. In case a particular vehicle is overloaded beyond permissible limit and incurred penal freight, such penal freight will be deducted from the bill payable to the Transporter. t. Transporter shall ensure that all road safety norms are adhered to and shall confirm that the speed of the vehicle should not exceed 20 kmph in minor and internal roads and 15 kmph in narrow bridges and crowded areas. u. The transporter shall ensure road safety measures, speed control etc. For the movement of vehicles from Loading Ends to <Client> and to form a Coordination Committee to ensure unrestricted movement of vehicles from mines to <Client> and to address the issues of public grievances. v.

The Transporter shall ensure Road safety, security and movement control. The movement control will include but not limited to activities such as deployment of safety warden, installation of safety gears on the vehicles, arranging water sprinkling, arranging cranes for the stranded vehicles and any other activity required for continuous movement of vehicles on road. The deployment of the vendors to carry out the above activities shall be as per approval of <Client>. <Client> will monitor the performance of these vendors and for any unsatisfactory performance, <Client> reserves the right to cancel the appointed vendor, get the activities carried out by competent vendor appointed by <Client> and the cost of which shall be deducted equally from the bills of the transporters. w. The Transporter shall nominate one representative for a Coordination Committee comprising of one representative from all the Transporters and

&lt;Client&gt;

, which will supervise, monitor and control the Road movement. x. After completion of unloading, the empty vehicle should immediately vacate the <Client> premises. Transporter shall arrange recovery van to remove breakdown vehicles inside the Plant or on the road. y. All vehicles should be equipped with functional self-unloading mechanism and each vehicle should not be less than 15 MT of coal carrying capacity. z. The Transporter shall use the vehicles having valid pollution certificate, driving license, registration and meeting all statutory compliances. aa. Transporter shall comply statutory compliance including but not limited to Environmental Laws, Motor Vehicle Act etc. bb. All machinery, tools & tackles, manpower and equipment required for the listed job as above will be fully arranged by the transporter. At some sites alternative power back up, computers etc other items may be required to ensure smooth operations, vendor must ensure the same. cc. The Transporter shall ensure adherence to the Road Safety Norms as per <Client> Guideline, which may be revised by <Client> time to time. <Client> will carry out sudden checks on adherence on the road safety norms. The Transporter shall be liable to pay the penalties for non-compliance and violation of safety measures as specified in Road safety guideline. The penalties would be recovered from the bills of transporters. dd. Age of vehicle deployed should not be more than 10 years & also fitness of the vehicle has to be ensured by Vendor as per <Client> safety norms. ee. In case of insufficient number of sources or inadequate coal availability, <Client> shall assess the requirement for deployment of additional vendor or may

continue to deploy only one vendor ff. Vendor must have access to at least 50 nos. of dedicated vehicles to reduce mobilisation time of the fleet. For this purpose, the transporter may enter into an MoU with list of vehicles. However, sharing of vehicle in between successful vendors is strongly discouraged. gg. Vendors must make themselves aware that mere issue of work order does not qualify them for any right to claim the job of the transportation. Allotment of source and transportation job is at sole discretion of <Client> management.

However, in case the management decides to avail the services of two or more vendors, due to an increased volume of job, the management shall use its discretionary powers to take the service of the particular vendor. The scope shall include all the work/services that are necessary to ensure smooth transportation of coal with utmost safety and traffic control. hh. All trucks/hyv as must be equipped with all mandatory safety features as per <CLIENT NAME> safety standard. This includes: 1. DRCS 2. Anti Tilt 3. Proximity Sensor 4.

Rear view camera 5. DFMS. (as <CLIENT NAME> safety guidelines/SOP)

Other conditions Contractor must take permission from the manager of the mine for deployment of specific HEMM/dumpers/dozers/pay loaders /shovels before starting the job. Contractor must deploy a suitably qualified competent person to inspect and check the HEMM/dumpers on daily basis. The record of such inspections to be kept in suitable bound book and shall be produced to mine manager from time to time for his signature. a) Vendor has to deploy sufficient supervisors for smooth entry of trucks as well as checking of documents, condition of trucks and ensure issue and use of safety appliances so that gate entry should not stop during lunch and tea break. b) Vendor has to make necessary arrangements for checking the following documents before entry of trucks · Entry Pass, which would be issued to all drivers by the transporter · Receipt slip as a proof of receipt of coal at the destination c)

Vendor has to ensure that all the trucks carry a tool list chart inside the cabin while entering <CLIENT NAME> premises. In case of any deviation of tools against the chart, it needs to be recorded at entry gate.d) The vendor should deploy sufficient technically sound

supervisors in each shift for smooth loading supervision of trucks. e)

The vendor would need to submit a document stating the age of each vehicle used

, along with relevant proof f) The transportation outside the lease, party should cover the trucks as per government norms. g) The trucks/dumpers engaged by the contractor should be in healthy condition & should fulfil all motor vehicle acts. The drivers should have valid driving licence. The drivers and helpers should be adequately trained as per MVT rules. It shall be the responsibility of contractor to get their workers medically examined from time to time as per Mines rules. h) There should not be any spillage/leakage of materials from the truck. In case of any spillage during the transportation, it will be party's responsibility to clean the spillage and make the area clean or else suitable amount will be deducted from the bill. i) Vendor should comply with norms of EMS & safety as per company's guide lines during the entire contract period. j) It is the sole responsibility of contractor to take care of all the safety precautions for its men & material. k) Vendor should respond to the requirement immediately upon receipt of instruction from concerned official of <CLIENT NAME>. l) To improve the safety and health standards of the drivers, it is expected that the transporter enforces the induction of vehicle drivers only after medical examination of certain parameters as advised by <Client> and periodically train them for defensive driving. The vendor must ensure that the drivers get adequate rest and are not allowed to work more than the stipulated allowable working hours. For the purpose of practicality, the vendor must implement #Pool Driver# concept however, they may engage services of any other agency in this regard subject to passing of the medical tests and other conditions laid down by

Order Continuation Sheet

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<Client>. Vendor will be required to <Client> s

Page: 8 of 45 afety Standard checklist but not limited only to this checklist.

<Client> may change the safety norms from time to time. Checklist (Heavy vehicles, including fatigue Censor, anti-tilt mechanism and restriction in movement with raise dump body) shall be shared at the time of pre bid

m) Vehicle should have all legal documents like registration, insurance, road permit, fitness, tax token. Transporters must submit their valid license from State Transportation Authority (STA) for transportation of minerals in the specified routes. Transporters must ensure compliance of State Directorate of Mines, DMO & DGMS guidelines pertaining to the transit pass systems, issued from time to time, in true spirit. Contractor should take adequate disciplinary steps by black listing unruly drivers, helpers, owners of trucks for any misconduct or creating problems with respect to loading or despatch process within the company premises. Transporter shall ensure all trucks to follow queue for entering the <CLIENT NAME> premises as well as on the main road, near the weighbridges & loading point. If any truck of contractor damages Company's property then the cost of the property will be deducted from the contractor's bill. In case of loss of Govt Transit pass, the matter will be referred to required govt authority and as per guidelines suitable actions would be taken based on directives of Deputy Director Mines. If any transported material is unloaded on the roadside, due to breakdown of the trucks in any way, loss of TP or other documents, the contractor has to make necessary arrangements with Deputy Director Mine's office for subsequent transfer of material to the destination. Contractor should ensure no contamination of the ore/ material handled. While submitting the transportation/loading bill, labour clearance from Sr. Mgr/ Manager (HR/IR) of the respective division / mine has to be enclosed. In case of machine loading contractor supervisor must be present at the loading point for making queue as well as for smooth loading of trucks. The contractor shall be responsible to maintain harmony in and around the worksite at his own cost/risks. The contractor must ensure that there are no stoppages of work on account of any unrest among the deployed persons, which can inadvertently affect the progress of the job. <CLIENT NAME> reserves the right to change/ alter/ modify/ add/ remove any items from this Request for Quotation and any of its annexures without any prior notice to any bidders.

However

, any changes will be communicated to vendors, and if deemed appropriate by <CLIENT NAME>, an opportunity will be provided to vendors to resubmit their bid. Quantity Measurement a. All weight recorded at <Client> weighbridge subject to maximum of LR (Challan quantity) / RR (Net weight) is final & binding on the parties for any billing purpose. b. All weight Data at <Client> Weighbridge shall be provided to the Transporter. c. All weight recorded Data at the <Client> weighbridge shall be maintained and submitted to <Client> as a supporting document for billing. Performance Parameters <Client> shall review and evaluate the performance of the Transporters based on the following parameters: A. Bonus and Penalty clause for transportation (<>): There shall be no bonus payable. However, penalty for short-lifting shall be applicable. The performance of the transporter shall be measured in terms of quantity of coal transported to <Client>. The penalty shall be applicable based on the base level of the quantity and actual lifting by the Transporters, as per the terms and conditions specified below: a. Overall BL (Base Level) quantity is equal to min 15 LT/Year (12 months) from the start of the w/o and the BL quantity shall be distributed as auction based/monthly based quantity (D.O.) as per discretion of <Client> management (in consultation with the transporter), which will be communicated to the vendor regularly. b

. i. The Penalty calculation for the transporter shall be measured based on the actual quantity lifted is equal to D.O. (delivery order) quantity within the validity of the D.O. ii. However, for un-lifted D.O. issued quantity, the following penalty will be applicable. It will be arrived at as per the formula indicated below: i. The Penalty will be equal to 20% of transportation base rate (existing during that period) of the un-lifted D.O. quantity. And, ii. The penalty equivalent to the forfeited EMD amount pertaining to D.O. (only if forfeited, no penalty if refund received from <>) d. Also, the penalty will be applicable if coal is available for lifting and vendor has not lifted it within the timeline as certified by Chief # <Location>. e. However, penalty will not be applicable, if lifting is not done due to unavailability of coal or availability of poor quality coal as certified by Chief # <Location>.B. Performance Parameters : The performance of the Transporter shall also be measured for quality of coal being transported to <Client> in terms of receipt of stones, Ash % of Coal received at <Client> and shortages in quantity of coal delivered. The performance shall be measured w.r.t the parameters fixed and the penalties shall be described below: a. Excessive Stones : i. The quality of coal in each and every dumper will be checked at loading and unloading ends by the Independent Inspection Agency (IIA). ii. Each dumper will be inspected for excessive quantity of stones or extraneous material. The visual inspection will be done in the presence of IIA, <Client> Supervisor/Security and transporter. iii. For any excessive stones/extraneous material found in any dumper at the time of unloading

(more than 5% of the received quantity), the Dumper will be quarantined, and the actual stones quantity would be measured and signed off by IIA/Supervisor/Transporter and liquidated damages shall be levied from the Transporter @ 150% of coal landed price) of the corresponding stones quantity so assessed. iv. If the excessive stones/extraneous material is found beyond 10% of the received quantity in any dumper or it is caught re-handed for doing any malpractice during the transportation, then the liquidated damages shall be levied on the Transporter @ 200% of coal landed price of the corresponding stones quantity so assessed. v. The Transporter shall be advised to unload their dumpers at distinct location in the coal yard. The stones shall be segregated at the coal bed before feeding it to Track Hopper by the Coal Pushing Agency. The stones segregated from the allocated coal bed shall be gathered near the coal bed and the quantity shall be physically measured by the IIA. The penalty on Stones on the transporter would be levied as per the actual weight of stones segregated and weighed. vi. The quantity of stones segregated at the Ramp and Track Hopper Gizzly, the same shall be counted transporter-wise on pro-rata based on the Transporter-wise quantity of coal receipt for the period. vii. Since, the stones cannot be segregated completely, the acceptable level of stones shall be 0.5% of the coal receipts during the billing period and the penalty/liquidated damages will be applicable for higher receipt of stones aggregated over the billing period. viii. All the liquidated damages/penalties shall be deducted from the corresponding bills . b. Ash% Difference between Loading and Unloading Ends : i. Ash% of coal shall be analysed at loading and unloading ends mine-wise and grade wise by taking samples from 10% of randomly selected truck/dumper by IIA at LP & ULP. ii. Daily gross samples shall be prepared and analysed by IIA. Referee samples will be preserved by IIA. Sampling and analysis may be witnessed by Transporter and <Client>. iii. Weighted average values of Ash% analysed at loading end and unloading end on monthly basis shall be considered to work out any quality slippage (Value difference) and penalty will be recovered for the Ash % difference of more than Ash

0.5% . iv. The penalty on Higher Ash% would as per the formula given below : 1. Beyond difference of (Ash % UP # Ash % LP) of 0.5 % As

h, the Penalty would be (In Rs.) = Qty x (Ash% UP # Ash% LP # 0.5) x Landed Cost of Coal Where Ash% LP = Ash % at Loading Point and Ash % UP =Ash % at unloading point. v. Moisture% of coal shall be analysed at unloading ends mine-wise by taking samples from 10% of randomly selected truck/dumper by IIA at LP & ULP. i. Daily gross samples shall be prepared and analysed by IIA. ii. Sampling and analysis may be witnessed by Transporter and <Client>. iii. Weighted average values of Moisture% analysed at unloading end on monthly basis shall be considered to work out any quantity slippage (Value difference) and penalty will be recovered for increase in the value of iv. The penalty on Higher moisture% would as per the formula given below : 1. For increase in Moisture at the unloading point, the Penalty would be (In Rs.) = Qty x (moisture% UP # moisture % at LP) x Landed Cost of Coal Where LP = Loading point and UP= unloading point Please note : For the purpose of calculation of Penalty for quality non-compliance due to ash and moisture, weighted average of daily received quantity and ash/moisture content of the same shall be considered instead of weighted average of daily individual trucks. However, assessment frequency shall be made monthly . c. Quantity shortage between loading and unloading ends : i. If the quantity shortage (difference between the Loading end Weight and Accepted Weight at <Client> Weighbridge) aggregated over the billing period is above 0.5 % of the total Loading end quantity over the billing period then the penalty @ 150 % of the landed cost of coal for the differential quantity ((99.5%) of Loading End Quantity # <Client> End Accepted Quantity) shall be applicable. ii. Moreover, for any shortage above 2% of the Loading end quantity in any particular dumper; the penalty of 150% of landed cost of coal for the shortage shall be applicable for that particular dumper. iii. Quantity Shortage between <Client> weighbridge & <> weighbridge to be calculated on monthly weighted average basis of all the daily quantity and not on daily weighted average of individual trucks. iv. The above method of computation of transit loss/quantity shortage between loading end and unloading end shall be calculated for coal transports

d during all seasons. Minimum service levels and performance review Quoted rates by vendors will be valid on all routes for any distance within +/- 10% of stated distance in the RFQ, without any additional cost being charged for the additional distance. Further, selected vendors will have to ensure greater than 95% on-time placement of all trucks compared to communicated time table of material lifting. A detailed review of contractor performance will be done as per check list. REVIEW of KEY PERFORMANCE INDICATORS: Performance of vendor will be assessed on a monthly/Quarterly basis by

Head /Chief on the basis of following Key Performance Indicators

(KPIs). Key Performance Indicators (KPIs)

: 1. Quantity lifting compliance (PC): This will be arrived at by calculating the percentage of daily quantity lifted against the schedule (Schedule will be provided by user). It should be 90%. 2. Safety Compliance (SC): Safety compliance will be calculated on the basis of safety violation in a month during placement/transit/delivery. In case of any safety violation in a month the score will be zero. 3. Quality of delivery: In case of any incident of quality complaint (related to tonnage losses/ moisture) in a month the score will be zero. Transportation Quality compliance Variance in dispatch and receipt quantity. Variance lower than permitted handling loss. Reconciliation of stock quantities

at various points. Reconciliation within limit of permitted handling loss. Late Delivery of material No. of trucks with delayed delivery of material. <=10% delayed trucks. Total no. of days of delay of material <=10% delayed in terms no. days. 4. Use of own/dedicated vehicle: 100% vehicle should be owned/ dedicated. 5. The weightage of parameters for

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assessment of performance of the vendor: Sl No. Parameters Weightage (in %) 1. Quantity Compliance 45% 2. Safety compliance/violation during placement/ transit / delivery (based on PIR /safety observation report)- for single incident point will be zero 30% 3 Use of Own/dedicated vehicle 15% 4. Quality of delivery 10% Overall performance shall be calculated as per the following formula: Overall Performance = 0.45\*Score of quantity lifting compliance + 0.30\* Score of Safety compliance + 0.15\*use of own/dedicated vehicle + 0.10\* Score of quality of delivery In normal circumstances, performance will be reviewed quarterly to change share of business on the basis of performance. In case any transporters' performance is below 85% in two consecutive quarters , their contract may be suspended / terminated / reduced business share at <CLIENT NAME>'s discretion. These performance parameters can be modified as and when required. <CLIENT NAME> also reserves the right of removing transporter and/or adding new transporter in the list of approved Transporters/reallocation of business share amongst the existing transporters (based on performance as above and additional owned fleet) as and when required on the basis of KPIs. In case of additional volume requirement, <CLIENT NAME> may include new transporters /modify business share of existing transporter. Exit clause a) Temporary Suspension: · The <CLIENT NAME> may at any time temporarily stop the work being executed under the Contract or any part thereof by notice in writing to the Contractor. All work so stopped shall be resumed by the Contractor based on a schedule to be mutually agreed upon between the <CLIENT NAME> and the Contractor · <CLIENT NAME> will not pay the Contractor for any supply/work, which is executed during such suspension and the <CLIENT NAME> shall not be liable to the Contractor for any damages or loss caused by such suspension of work. b) Cancellation or Termination of Contract: · Without prejudice to clauses concerning Force Majeure and Arbitration hereof and to any other remedy available, the <CLIENT NAME> at its option

, may cancel the Contract at any time by simple written notice to the Contractor in case of Contractor's non-compliance with and has breached its undertakings under the Contract/ Order and more specifically in case any of the following circumstances occurs: v Unjustified interruption of contractual services by the Contractor including delays and/or failure to maintain delivery schedule of plant and equipment, designs and drawings and other supplies or completion of work as agreed to. v Errors, negligence, insufficiencies in the contractual work under execution or failure to supply required materials as per specification or manpower or in other similar circumstances affecting the quality of Work for reason attributable to the Contractor. v If the Contractor refuses to implement instructions received from the <CLIENT NAME> or the Engineer within the stipulations of the Contract/ Order. v Where the Contractor is declared in liquidation or bankruptcy or is involved in similar proceedings or has been implicated repeatedly in litigation or may have entered into or transfers with his creditors or others which might compromise the Contractor's solvency. v In any of the cases described above, the <CLIENT NAME> shall inform the Contractor of its decision to cancel the Contract/Order or to terminate the Contractor's services , in whole or part under it, specifying in such notice the reason or the basis for this decision. The Contractor shall within fifteen (15) days from the above notice of default; correct such default or satisfy the <CLIENT NAME> regarding the action taken by him for the corrective action, failing which the <CLIENT NAME> at his option will

cancel the Contract/Order forthwith. On such an event the Contractor shall immediately stop all work in connection with the Contract/Order, except as directed by the <CLIENT NAME>. In such case, the <CLIENT NAME> shall be at liberty to

o contract with other parties or to perform with his own personnel those services undertaken by the Contractor in the Contract/Order. In such case, the Contractor shall be liable for any additional costs incurred by the <CLIENT NAME> for obtaining the balance job / work. In case of termination of part of the Contract/Order, the Contractor will continue performance of the Contract/Order to the extent not terminated by the <CLIENT NAME>. v <CLIENT NAME> shall be at liberty to terminate this contract or any order issued in pursuance to this contract without assigning any reason by serving 90 days written notice to the contractor and vice versa. In such an event the contractor shall not be entitled for any compensation from <CLIENT NAME>. However, the contractor will continueto provide the service at full-service levels during the notice perio

d. v In case the same contractor has won more than one contract based on this RFQ, temporary or permanent termination of one contract are en ough grounds for <CLIENT NAME> to terminate one or more or all of the other contracts with the same contractor. General norms (Statutory, legaland other obligations) a) The contractor shall abide by the followingActs, Rules, regulation etc. Mines Act1952/Mines Rules 1955, The payments of Wages Act/Rules, Employees Provident Fund Act/Rules, The Contract Labour (Regulation & Abolition) Act/Rules, Metalliferous Mines Regulation 1961, Workmen's compensation Act/Rules, Vocational Training Rules, Motor Vehicle Act/Rules, Any other Act/Rules/Regulation enforcedby the Central/State Government, Municipality or NAC as are applicableto job. Local bodies as may be applicable or shall be applicable during the period of contract. As well as the contractor has to fulfil therequirements of ISO 9000, ISO 14001, SA 8000, OHSAS 18000 & TCO standards also 1. Vendor shall abide by Bonus Act/rules. 2. And the Vendorhas to ensure Full & Final payment including retrenchment benefit tothe separated employees. b) Contractor has to follow all the ethical practices under <CLIENT NAME> Code of Conduct and report the variation if any toChief/ Head (Logistics), Head (Secondary Product) or the Ethics coordinator c) SA 8000 Norms - It is mandatory for you as Contractor / Transporters / Supplier / any other kind of Service Provider to <CLIENT NAME>to comply with SA8000 norms as per the check list submitted by you tous. Non-compliance of the same, detected at any point of time lead to cancellation of the order or any other action or both as deemed fit by T ata d) Indemnity - The Contractor shall indemnify and hold harmless

<CLIENT NAME>, from - Any claim, demand, and cause of action, loss , expenses or liability on account of injury or death of persons (including the employees of the <CLIENT NAME>/Contractor/Sub Contractor). ·Any claim arising out of damage to or loss of property (including the property of the <CLIENT NAME>/Sub-Contractor) arising directly or indirectly out of the negligent acts, errors or omissions of the Contractorin performance of his obligation under this Contract. · Any claim by government authorities/quasi-governmental body for failure by the Contractor to pay taxes, duties, fees applicable to them arising out of theproject. · Any claim by third party including subContractors for failure to make payment for labour, services, equipment and materials arising out of this project. · Any claim with regard to designs, methods , process including but not limited to claims arising out of infringement of patent, trademark, proprietary information, know-how, copyright

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un-patented inventions or any unauthorized use of work. · The Contractor shall defend at his own expenses any suit proceedings for any claim asserted against the <CLIENT NAME>. The <CLIENT NAME> shall give reasonable assistance required in defending the suit and <CLIENT NAME> shall reserve the right to represent his counsel though not obligated to do so. T

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ata reserves the right to defend/settle the claim if Contractor fails to defend diligently any such suits or proceedings and without relieving the Contractor of his obligation. · Contractor shall at all times indemnify the <CLIENT NAME> against all claims, damages or compensation under the provisions of various acts applicable such as the Payment of Wages Act 1938, Minimum Wages Act 1948, Employees State Insurance Act 1948, Workmen's Compensation Act 1923, Fatal Accidents Act 1855

, Apprentices Act 1961, Industrial Disputes Act 1947 and Contract Labour (Regulation and Abolition) Act 1970 etc or any modification thereof or any other Law relating thereto (including common law) and Rules made there under from time to time. e) Laws and legislation mentioned above are indicative only; the contractor shall abide by all applicable laws & rules. Any loss to <Client> as principal employer, due to noncompliance by the contractor, will be charged from the contractor.

COMPLIANCE TO SAFETY, ENVIRONMENTAL & STATUTORY NORMS: Transporters must comply with the <CLIENT NAME>'s Safety, Security, environment and statutory norms and abide by the same. All representatives of transporter who enter<CLIENT NAME> premises should undertake appropriate induction and training programs in respect of the relevant safety, Security & statutory standards as may be required from time to time. All vendors shall encourage their employees to comply the CSMS laid down by <Client>. All vehicles should comply with the safety and environmental standards as well as per statutory norms as defined by <CLIENT NAME>. In case of accident en-route comply the accident procedure. 1. Helper less driving- No heavy vehicle is allowed with helper inside the premises of the company. All HEMM shall be provided with safety features as per requirement of the DGMS Tech. circular no. 5 of 2010. 2. Female dress code- All women employees to be provided with Shirt and trouser for eliminating loose clothing and no women to be employed in between 10pm and 5 am 3. No entry in intoxicated condition 4. No employee is allowed to work beyond 8 hrs daily 5. Weekly day off rest should be provided to each employee 6. Contractor should appoint their own safety officer (supervisor) to supervise the safety aspects. The safety supervisor will coordinate only the safety related issues of the employees. 7. The safety supervisor or other supervisor shall conduct site severity audit on daily basis & submit the weekly complied status to the contract owner. 8. Weekly site safety audits will be carried out to arrive at severity index and on severity index rating contractors will be penalized/rewarded. 9. All the statutory requirements from different statutory bodies State Directorate of Mines, DMO, DGMS, and SPCB etc. are to be followed. (Respective circulars from statutory bodies are attached) 10. Code of practice and code of traffic rules exists for each mine should be strictly followed 11. Applicable bye-laws exists for respective mine should be strictly followed 12. No work should be started without taking work permit on a daily basis and positive isolation (where applicable). 13. Uniform and similar coloured PPE of a type approved by DGMS should be issued free of cost to all their employees 14. Working safely should be a condition of employment 15. If the job is being carried out beyond daylight hours, sufficient illumination should be provided as per DGMS standards 16. All the recommendations mentioned in DGMS circulars should be implemented particularly DGMS Tech Cir 9/2008 17. Parking brake test and Service brake test of HEMMs should be carried as per DGMS guideline. The driver should conduct a daily vehicle check prior to start the job as per the check list attached. 18. Adequate arrangements shall be provided to suppress dust by wetting on roads and benches where trucks and dumpers operate. 19. Minimum wages along with payment of Bonus

s should be made as per applicable laws. 20. Analysing of fatal accidents of last few years shows that, most of the incidences had occurred due to: i) Inadequate Safe Work Procedure. ii) Lack of communication

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, training, induction about job hazards to the contract employees iii) No competent supervision & enforcement of safety rules by contractor supervisors iv) Inadequate Job Safety Analysis and Safety plan. v) Improper supervision and audits by line managers 21. The contractor must ensure that all workmen are medically examined as per Mines rules and are vocationally trained as per MVT rules before deploying them on the job. 22. Vehicle coming out from mining premises should be covered with tarpaulin. 23. The Responsible person of the contractor will be present during weekly contractor's audit period as well as logging into the system. 24. The contractor shall see that his workmen are strictly following the provisions of the safety equipment while on work. The contractor shall provide the necessary safety equipment to his worker at his own cost. In case the contractor fails to provide the safety equipment (safety helmet, safety shoes, dust mask, goggles etc.) to his workers, the company may supply the same and the cost thereof will be realized from the contractor. The contractor has to follow safety norms of <CLIENT NAME> otherwise penalized as per penalty clauses 25. Contractor has to ensure that all truck drivers should strictly follow traffic rules inside <CLIENT NAME> premises 26. Trucks/dumpers so deployed shall not carry person on "dalla". 27. Same driver who has brought the truck must drive till the truck is out from <CLIENT NAME> premises. 28. No truckperson shall try to board on running truck dalla for tying the rope. 29. If repeated safety violations of having fatality potential will be observed, <CLIENT NAME> may at its discretion terminates the contract without any compensation 30. Contractor has to maintain strict discipline for the truck drivers/helpers inside <CLIENT NAME> premises 31. The contractor shall visit the site and understand safety hazards and safety measures to be taken while executing jobs as per the scope of work and the actual site conditions before submitting the quotation. 32. The contractor shall comply with the company's present safety rules and regulation as well as with the new regulations issued by the company from time to time. By accepting this work order, the contractor undertakes that it is fully aware of the safety norms and requirement for the job /services to be executed by it and shall take all necessary steps in that regard. The contractor and its employees will put on all prescribed Personal Protective Equipment (such as safety shoes, helmets, handgloves, safety belts, safety goggles, and all other safety appliances etc as applicable to the job.) while working inside the mine premises and such Personal Protective Equipment (PPEs) must be as per company's standard. 33. Safety supervisor of contractor shall have to attend the safety meetings conducted at site by the <CLIENT NAME>. He will have to keep himself as well as his workmen informed about the points discussed in the meetings and will have to implement the same at work place/site to ensure the safe execution of the job. 34. The contractor will arrange for necessary first aid at the work site and medical treatment of any injured person and shall bear expenses of medical treatment and other incident charges. 35. The contractor shall understand the work

, analyse the job safety and prepare the job safety and housekeeping plan. The contractor shall monitor the plan regularly and adhere / improve the plan, if required, for safe execution of the contract.

36. A proper register /document containing names and designation of workers to be maintained by contractor for the workmen trained by the purchaser. 37. Transporter has to follow any other safety procedure mandated by the specific location, job, route or activity, and this will be communicated in the description in the attached annexure 38.

Each truck supplied by the transporters shall have valid "Pollution under Control Certificate" 39. Contractor not following the above instructions will be fully responsible for all kinds of unsafe acts, conditions, practices and incidents at their own risk and cost. In all such cases, the contractor shall indemnify <CLIENT NAME> against all claims, demands, damages and compensation. 40. <CLIENT NAME> shall Order No. **Test Contract Number** 15

take action against Contractors for non-compliance to the <CLIENT NAME> norms for Safety, Security and Tata Code of Conduct by them, their direct or indirect employees and their direct or indirect service providers. Please contact Head Transportation, <CLIENT NAME>, <> for obtaining details of such norms 41. If any truck, driver and transporter representatives will violate the safety norms of <CLIENT NAME>, then the transporter will penalize as per penalty clause as per the circular of <CLIENT NAME>. All staff deployed by the contractors must submit a medical fitness certificate as initial medical checkup, which needs to be validated by the chief medical officer of <CLIENT NAME> Hospital before starting of the job along with the Vocational training certificate. 42. Contractor should not park their vehicle on public road anticipation of loading in our premises.

Contract clauses should address these issues also. 1. You will follow all norms of environment management system & safety as per our company's guideline during execution of this order. 2. Commercial action will be initiated, if safety norms are not adhered during execution of contract. 3. It is your sole responsibility to take care of all safety aspects during execution of the job. 4. All safety measures will be taken by the party. In case of injuries/death of any of your workman, damage of equipment, payment against treatment/compensation will be borne by the party. 5. The contractor must ensure that all norms of environment management system as per ISO 14000-1 are followed in its area of operation. COAL

TRANSPORTATION ROAD SAFETY NORMS 1. Vehicle Sl. No. Types of Control Typical records Remarks A Vehicle Registration Registration certificate issued by RTO Shall be available with vehicle. B Vehicle condition Vehicle acceptance sticker Vehicle safety inspection checklist (<Client>) Introduce vehicle fitness sticker and fixed on each vehicle front screen (similar to crane fitness) Weekly inspection by transporter/contractor C Vehicle entry control Vehicle Gate Pass List of vehicles used by contractors shall be approved by <Client>. D Reflective stickers (with yellow and red strips) NIL Reflective fluorescent sticker strip shall be pasted across back side of the vehicles. E Reverse indicator lights and siren Every vehicle must have reverse signal lights and loud siren while reversing. F No person shall be allowed to travel in the vehicle Only driver and helper/cleaner. G Coal shall be covered with Tarpaulin sheet Tarpaulin sheet shall be removed only at the coal yard. H <Client> Seal <Client> Seal nos. to be mentioned on challans Seals shall be removed only at the coal yard. 2. DRIVER Sl. No. Types of Control Typical records Remarks A Driver competency Driving licence by TRO for Goods Vehicle. Maintain a register of <Client> approved drivers. Only drivers having valid HMV licence would be allowed. B Safety induction (on defensive driving) Induction records All drivers engaged in Transportation shall undergo safety induction by <CLIENT NAME> Power safety department, which shall be arranged. C Working hours of drivers Transporter to maintain attendance/duty log. No driver shall be allowed to work more than 08 hours. D Medical fitness certificate (inclusive of vision test) Transporter to maintain fitness certificate. E Speed limit GPS Adhere to prescribed speed limit (20 km/hr inside the Plant & along Nirsa Jamtra Road and 40 kms/hr on highway) F Helper/Cleaner List of helpers/ cleaners (with truck

number) Drive shall be assisted by a helper/cleaner for reversing and for manipulating sharp bends, heavy traffic conditions etc. G No Alcohol Policy Alcohol test (breath analyser) records R andom checks shall be performed at the <Client> gate. H Safe behavior reinforcement AAKAR attendance records. Engage AAKAR for providing safety t

raining and pep talks to drivers at parking lots. Recognise safe drivers with small mementos (soap, towel etc.) 3. COAL TRANSPORT SAFETY COMMITTEE Sl. No. Types of Control Typical records Remarks A <Client> site management Transport contractor joint safety meeting. Minutes of meeting (Monthly) Hold monthly meetings to review performance. Transporter to participate in the meeting. 4. VIOLATION MANAGEMENT Penalty system shall be implemented to manage the violations : Sl. No. Safety Violation Remarks A Vehicle over speed ( >20 km/hr) inside the plant 1st Violation - Concerned driver to be suspended for 2 days. 2nd Violation # Concerned driver to be suspended for one week. 3rd Violation - Blacklist the driver from <Client> and transporter B Vehicle driven by helper Blacklist the driver for <Client> and transporter will be penalized

Rs. 5.000/-

C Vehicle driving under the influence of alcohol / intoxication. Blacklist the driver for <Client> and transporter will be penalized Rs.

5,000/-

- D Driving without seat belt by driver and helper. Transporter will be penalized Rs. 500/- E Using mobile while driving. Transporter will be penalized Rs. 5000/- F Vehicle does not follow prescribed route plan Suspended the driver for 1 days. G Carrying extra passengers other than cleaner/ helper Suspended the driver for 2 days. H Any serious accident because of driver's fault/ negligence Blacklist the driver for T SL and transporter will be penalised Rs.

25,000/- I Sleeping at Work Place (below the vehicle) Penalty Rs.

500/- J Driving beyond speed limit on Nirsa Jamtara Road ( from NH2 to <Client>) Penalty Rs. 1000/- K Driving without license Penalty Rs.

1000/- L Vehicle without reverse horn Penalty Rs. 500/- M Head light/ tail light, side indicators failed and reflective fluorescent stickers strips on backside of vehicle not provided Penalty Rs. 500/-

N Wrong parking/ wrong side driving Penalty Rs.500/- O Poor visibility of registration number/ without registration number Penalty Rs. 100/- P Broken/ without side view mirror. Penalty Rs.

100/- Order Continuation Sheet Q Coal not properly covered by Tarpaulin sheet Penalty Rs. 1000/- R No <Client> Seals Penalty Rs.

100/- Role of a contract coordinator Management should designate an on-site coordinator(s) to be responsible for the administration of each contract. The coordinator(s) should have a copy of the contract and be thoroughly familiar with its contents and with all environmental, health, and safety aspects of the work. The coordinating/administrative responsibilities for some contracts may be assigned to the proprietor of the area where the contractor work is being performed. In such cases, the designated site coordinator should provide appropriate guidance to company personnel to ensure compliance with this guideline. The appropriate coordinator(s) for each contractor activity shall take all steps necessary to enforce contract compliance, including

· Identifying the contractors' designated representative(s) with whom all contacts should be made .

· Verifying that all contract requirements related to health and safety are understood by the contractors' site supervision including-but not limited to-rules and procedures, personal protective equipment, and work permit requirements. A prestart-up meeting (walk-through) should be held with the contractors' site supervision or the contractors' designated representatives.

· Determining that the contractors' site supervision is informed of any non-obvious safety, environmental, and health hazards associated with the work, including those in areas adjacent to the work site. Additionally, the site coordinator must check that the contractors fulfil the obligation to convey this information to employees. Where it is determined by the contract coordinator (or the designated representative or site supervision) that contractor employees are in immediate or imminent danger, information concerning the hazards may be communicated to these

contract employees directly. Indeed, the job should be stopped until this danger has been communicated and the proper safeguards are taken to protect the health and safety of the contract or personnel. All communications regarding notification of hazards should be documented. · Determining that company operations and potential hazards are identified and controlled to protect contractor personnel · Informing the contractors of the required response to emergency alarms. · Limiting, as necessary, the entry of company personnel into contractor work areas. Site procedures will specify under what conditions company personnel can enter contractor work areas. · Coordinating appropriate safety procedures (e.g., lockout), system depressurization

, and decontamination of company facilities and equipment, as well as access to restricted areas (e.g., electrical enclosures). · Identifying connect-points for all services-such as steam, water, and electricityand defining any limitations of use of such services. · Identifying restrictions applicable to any company equipment that the contractors have been authorized to use. The loan of tools and equipment to contract or personnel is discouraged. Any loan should be documented with prior inspection by the site. The loan should be stipulated in the contract, or by use of another suitable form, indemnifying the company.

· Auditing contractors' activities to determine compliance with the safety terms of the contract. All violations should be brought to the attention of the contractors' supervision. If an unsafe act or a Order C continuation Sheet condition creates an imminent danger of injury, immediate steps should be taken to stop the work. · Requiring insurance certificates, where they are part of the contract. · Making site medical facilities available in emergency situations where the severity of the injury dictates immediate attention. This should be done even in those cases where the contractors have refused to indemnify the company for conditions arising from medical treatment Risk purchase If the contractor fails to place vehicle within 24 hours from the date and time of intimation to place such vehicles, <CLIENT NAME> reserves the right to obtain such services from the alternate agencies and difference in cost, if any, will be debited from the pending bills of the contractor. If such failure is repeated consecutively thrice in a month, the contract may be short closed and the security deposit will be forfeited. Payment terms The transporter shall submit the bills along with all valid supporting documents on every fortnight, which shall be paid afterstatutory deduction and recovering penalties/liquidated damages as shall be applicable within 30 days# time from the date of submission of bills.

a. The Transporter shall raise their bills fortnightly for Roadmode transportation for the quantity measured at <Client> weighbridge during the fortnight. Billing will be done on accepted weight figures givenby washery. The accepted weight shall be minimum of Weight between LP & ULP. All tax deductions at source shall be as per applicable Government laws prevailing from time to time. b. All the penalties shall be deducted from the corresponding/subsequent bills. Head( Washery) Bhe latand & <Location1> shall be responsible for certification of the quantities. Bills (including original) shall be submitted in triplicate at washery of <Client> Force majeure a) If, for any unforeseen reason, the contracts cannot be continued, <CLIENT NAME> may at its discretion terminate the contract without assigning any compensation to the contractor. b)<CLIENT NAME> shall not be liable in any way whatsoever to the Contractor during the period of the contract, due to condition constituting Force Majeure which shall include but not limited to strike, lockout, ban dh, road blockades concerted action of workmen or Acts of God. c) If at any time during the validity / currency of this Order the performance by either party under this Order is prevented by reasons of any declared war, hostility, acts of the public or enemy, civil commotion, sabotage, fire, flood, earthquake, explosion, epidemic,

quarantine restrictions or other acts of God, (hereinafter referred to as 'eventuality'

) then written notice of the happening of any such eventuality is served by either party to the other within fifteen (15) days from the date of occurrence of such eventuality, thereof. Neither party shall, by reason of such eventuality be entitled to terminate this Order, nor shall either party have any claim for damages against the other in respect of such non-performance and the work under this Order. The work / job shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. Under such circumstances the contractual delivery period shall be extended by a Order Continuation Sheet period equal to that during which such eventuality operated plus an additional period, if any, as may be considered reasonable, mutually by Tata and Contractor. Whether the eventuality has come to an end or ceased to exist will be deliberated and mutually settled. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least three (3) months, both the parties shall consult each other regarding the further implementation of the Order, provided always that, if no mutually agreed arrangement is arrived at within a period of one. (1) month from the expiry of the three (3) months referred to above, the Order shall be deemed to have expired at the end of the said three (3) months referred to above. The above mentioned expiry of the Order will imply that both the parties have the obligation to reach an Agreement regarding the closing of the work order / contract and financial settlement of the Order. Taxes and duties GST as applicable will be borne by <CLIENT NAME>. GST # The invoices for services rendered shall indicate separately the value of taxable services, the GST applicable thereon and Education Cess and shall contain the particulars prescrib

ed in the CENVAT Credit Rules, 2004 for the purpose of avail the CENVA T credit by <CLIENT NAME>. If the CENVAT credit cannot be availed by <CLIENT NAME> and / or if the credit availed on the basis of such invoice is denied, then you shall be responsible for compensating <CLIENT NAME> with respect to the amount of tax as well as any consequential charges i.e

. interest and penalty In order to avail the CENVAT Credit, GST invoice should be submitted by you within 14 days from the date of completion of service or receipt of payment whichever is earlier, failing which the GST amount shall not be paid to you Taxes, Levies and penalty (other than GST) will be borne by contractor. Escalation / de-escalation DIESEL ESCALATION/DE-ESCALATION FORMULA Net Increase/Decrease in Rate- A/100\* (Rn-Ro)/Ro\*Y Where, Diesel Component = A%\* Y= Existing Contract Rate Rn = New HSD Rate Ro = Old HSD Rate (Rate as on the date of submission of Quotation) Note: \* Diesel component will be finalised at the time of final negotiation based on agreed cost model. The revision in rate will be made on a quarterly basis on account of change in diesel rates. However, if the increase / decrease in HSD rates exceed Rs 1.5 / Lts as compared to the diesel rate considered at the time of last DPVC then an interim freight correction will take place from 1st of next month. Earnest Money Deposit (EMD) and Performance Bank Guarantee (BG) To participate in this RFQ process, interested service providers are requested to submit this RFQ (duly stamped and signed) along with a refundable/ adjustable Earnest Money Deposit (EMD) of Rs 5.0 lakhs payable by demand draft in favour of #<CLIENT NAME> Limited# payable at Jamshedpur. For the successful bidder, this earnest money will become part of Security Deposit which will remain with <CLIENT NAME> till the satisfactory completion of the contract. However, this will be returned to unsuccessful bidder within a period of 90 days from the date of opening of the bids. For the satisfactory completion of the contract, the selected Contractors shall lodge with the Company a

security deposit or Performance Bank Guarantee (BG) of 20 Lakhs as bank guarantee shall be furnished which should be valid till 6 (six) months after the contract expiry period with additional 12 months claim period. # Interest on Bank Guarantee charges shall be borne by the Contractor against the BG amount held by the Company # The Company shall have the right to invoke the Bank Guarantee amount unconditionally to clear any outstanding liabilities, statutory payment dues, damages to Company's property or third party etc. payable by the contractors in the event of default of such payment by the contractors # The BG will be retained by the Company till the release of the Final Clearance Certificate at the closure of the contract Arbitration All disputes and/or differences that might at any time arise by and between the parties hereto or in relation to or touching upon any aspect of this agreement shall first be settled mutually by negotiations between themselves. In case no agreement can be arrived at within the period of 30 days from the date of raising the dispute in writing by any party, the dispute or difference shall be referred to a Sole Arbitrator, if both the parties agree upon the same. In case it is not agreed to, the dispute or differences will be referred to three arbitrators, each party appointing one on its behalf and the two arbitrators so appointed by the parties shall, before entering upon the reference, appoint the third arbitrator who shall act as the presiding arbitrator. The provisions of Arbitration and Conciliation Act, 1996 and the amendments made from time to time and the rules prescribed there under shall be applied. The venue of arbitration shall be at <>, <> , <>.

JURISDICTION: <CLIENT NAME> and Transporter hereby agree that any dispute or difference of any nature in this agreement, whether implied or explicit, shall be adjudicated by upon by a competent Court at<>, in the State of <>. The applicable laws of <> shall be binding between parties. NON ASSIGNMENT AND NON SUB-CONTRACTIN

G: Transporter shall not assign or sublet or subcontract this agreement or any part thereof or any of their obligations to any other party without prior written approval obtained from <CLIENT NAME>. However the agreement between transporter and <CLIENT NAME> will be nonexclusive and Transporter may assign its obligation under this contract or part thereof to any other party due to financial reasons or unsatisfactory performance of transporter. Vendor must inform any such case to <Client> management before hand. GRIEVANCE HANDLING: There is a

#Grievance Re-dresser

Committee# formed by <CLIENT NAME> (under Chairmanship of General Manager or equivalent ) to handle the grievances of the transporters. Transporter's genuine claims pertaining to waiver of penalty, deduction on account of shortage, accidents etc., any other issues which are not clearly defined in the specification, may be put up to this committee. Transporters must put their written request within a month from the date of delivery otherwise their request will not be entertained. <CLIENT

NAME> STEE

L will hold this meeting every quarter for settlement of claims. CONSEQUENTIAL LOSS: Neither party shall be responsible to other party towards any consequential, indirect loss or loss of profit under this Agreement. CODE OF CONDUCT Transporters will sign the #Code of Conduct# formulated by <CLIENT NAME> after finalization of contract. In case of violation, the penalties (including suspension/blacklisting) will be applicable as per the <CLIENT NAME> rules and any subsequent updating for performing contractual obligation under this contract.

CONFIDENTIALITY O

F INFORMATION. During the tenure of the agreement & thereafter, any information and data exchanged (like freight, price, quantity, productmix, etc.) furnished by <CLIENT NAME> to transporters shall be treated as strictly confidential and shall be used by transporters only for

performing contractual obligations under this contract. Place:

Signature of the Transporter Date: & Address: Annexure # A Loading & Transportation Charges: (No separate quote for loading charges to be given) Transportation Charges for Road Mode Supplies : The Transporters shall be paid the Transportation Charges for the road mode supplies as per the following formula: Transportation Charges (Rs/Mt) = Fixed Charges (Rs./Mt.) + Variable Rate (Rs./Kms/Mt) x Additional Distance Where, Fixed Charges = Rs. #X # /mt (Up to 12 Km lead distance only Fixed charges will be paid) Variable Charges = Rs. # Y #/Km/Mt (It will be applicable beyond 12 Km lead distance) Additional Distance = It is applicable only when lead distance is more than 12 Km. Lead Distance (Kms) = Distance between the weighbridges (W/B) at loading end and unloading End. Rate to be quoted for: Description UoM Rate Fixed Charges Rs./MT Order Continuation Sheet Variable Charges Rs./MT/Km The following terms and conditions shall be applicable for the Transportation Charges: a. W/B to W/B distance shall be measured and rounded up to the next higher digit.

b. <Client> shall consider the shortest route which has proper roads and on which the unrestricted movement of vehicle is possible. c. The Lead Distance shall be measured and certified by <Client> for every source. Header note: Indemnity Clause: "<Client> to the maximum extent permitted by applicable law, hereby disclaims all guarantees and indemnities, either express or implied, other than what is expressly stated in this Agreement. SERVICE PROVIDER agrees to indemnify and hold harmless <CLIENT NAME> from all liabilities, claims, demands, costs, charges, expenses, taxes and assessments, including penalties, direct damages, proceedings, attorney's fees and litigation expenses, arising out of any acts or omissions or resulting from any breach of SERVICE PROVIDER's obligations under this Agreement" To bring about improvements in the logisticssystem inside Works, and strengthening the road safety standards, following Safety measures are implemented for any work inside the works, with effect from 1st September 2008 : 1. All 4 wheelers must have seat belts on the rear seat, and persons sitting on the rear seats must fasten the seat belts. 2. The speed limit on main roads reduced to 35 KMPH. Accordingly, the speed monitoring camera shall be set at 35KMPH. The existing speed limit of 16 KMPH on the other roads shall remain unchanged. General

Instructions : Sales Tax in no case will be borne by the Co. SA8000 (Social Accountability) Norms: It is mandatory for you as Contractor/ Transporter/ Supplier/ any other kind of service provider to <CLIENT NAME> to comply with SA 8000 norms as per the check list submitted by you to us. Non-compliance of the same, detected at any point of time may lead to cancellation of order or any other action or both as deemed fit by <CLIENT NAME>. Misc: Vendor may be provided accommodation if required during the tenure of the contract on payment basis and as per Co rule.

Contract Change Header text:

NOTE: C/O DATED 29.03.2025

=====

Validity extended till 31-05-2025.

NOTE: C/O DATED 10.04.2025

===== order ceiling value from 6.25CR to 8.92CR

NOTE: C/O DATED 30.06.2025

===== Validity  
extended till 31-08-2025.

NOTE: C/O DATED 01.07.2025

=====

Increase the ceiling value by Rs. 2 Cr.

NOTE: C/O DATED 28.07.2025

=====

Increase the ceiling value by Rs. 19 Lakhs

Delivery Terms : Inco terms - Not applicable <>: ---

For each unloading point you need to give separate challans. Payment Term : 100% within 60 days of stfy compln of job & invoic receipt by dept head

Order Ceiling Value : 111,100,000.00 INR

TOTAL ORDER VALUE PAYABLE BY <CLIENT : 413.33 INR NAME>

Collection Centre :

**SPECIAL INSTRUCTION TO VENDOR:**

=====

Applicability of GST

=====

**Taxes and Duties:**

1. General: For the purposes of this clause the following expressions shall have the following meanings:

- (i) GST- means any tax imposed on the supply of goods or services which is imposed or assessed under GST Law.
- (ii) GST Law- means The Central Goods and Services Tax Act, 2017, The Integrated Goods and Services Tax Act, 2017, The Union Territory Goods and Services Tax Act, 2017, The Goods and Services Tax (Compensations to States) Act, 2017, The State Goods and Service Tax Laws of the respective states as amended from time to time and rules, notifications, circulars etc made thereunder which provides for tax on the supply of goods and/or services which become operative in respect of the provisions of this Agreement/Order.

2. Price exclusive of GST: All amounts payable under or in connection with this Agreement/Order are exclusive of GST unless indicated otherwise and any statutory duties or taxes (including GST), as applicable on the supply shall be paid separately over and above the agreed price/ consideration.

**Variation in GST Law, Delay and Documentary Evidence:** Any statutory variation in GST if applicable and specified in this Agreement/ Order, or the introduction of new duties, levies or taxes from the date of execution of the Agreement or acceptance of the Order, as the case may be, till the scheduled date for completion of the work/ delivery of the goods which includes defect liability period/ warranty period if any and limited to direct invoices of the Contractor/ Supplier / Vendor shall be to the account of <CLIENT NAME>, provided that the Contractor/ Supplier / Vendor provides the necessary documentary evidence / supporting by way of gazetted notifications etc. to prove the change in such levies or taxes between the date of execution of the Agreement or acceptance of the Order and the scheduled date of completion of work/ delivery of the goods which include defect liability period/ warranty

period if any to claim the difference and the Contractor / Supplier / Vendor ensures that he is fully complied with the GST Law to enable <CLIENT NAME> to availentire Input tax credit.

3. Price inclusive of GST: In the event Price is inclusive of taxesand duties, the taxes and duties (including GST) as applicable on the supply shall be charged separately in the tax invoice and the Contractor / Supplier / Vendor shall comply with all the requirements under GST

Law, to ensure timely receipt of input tax credit benefit of the taxes charged by him on his outward supplies to <Client> and any statutory variation in GST if applicable and specified in this Contract, or the introduction of new duties, levies or taxes from the date of execution of the Agreement or acceptance of the Order, as the case may be, till the scheduled date for completion of the work/ delivery of the goods which include defect liability period/ warranty period if any if any and limited to direct invoices of the Contractor / Supplier / Vendor shall be to the account of Contractor / Supplier / Vendor only.

4. Reimbursement of GST: In case GST are payable on reimbursementmodel, GST shall be reimbursed by <CLIENT NAME> at actual to the Contractor / Supplier / Vendor against documentary evidence of payment of GST submitted by the Contractor / Supplier / Vendor subject to a maximum amount indicated separately in the order elsewhere (wherever applicable). In other cases, GST shall be paid along with Invoice payment subject to a maximum amount indicated separately in the order elsewhere (wherever applicable) and the Contractor / Supplier / Vendor shall submit proof of submission of GST as per provision of GST Law as and when demanded by <CLIENT NAME>.

5. Compliance of GST Law: It shall be responsibility of the Contractor/ Supplier / Vendor to comply with all the requirements prescribed in the GST Law as may be applicable in respect of the activities/ supply made by them under this Agreement/ Order to enable <Client> to avail entire input tax credit on timely basis. It is the responsibility of the Contractor / Supplier / Vendor to comply with the following key indicative compliance requirements, failing which the Contractor / Supplier / Vendor shall be responsible of any loss of tax credit or any other cost including interest, penalty, etc that may levied or recovered from <CLIENT NAME>:

- (i) The Contractor / Supplier / Vendor shall issue a proper tax invoicecontaining all the particulars as prescribed in the GST Invoice Rules with the correct GSTIN of the relevant location/ unit of the Vendor;

In case your aggregate turnover (at PAN level) in a financial year has exceeded the threshold limit as prescribed under E-Invoicing Provision as per GST law, you shall mandatorily issue an E-Invoice compliant with GST law, for all such supplies of goods/services made by you in accordance with GST law. Any other form of invoice/ document shall be treated as an invalid invoice/document and we shall not be liable to make payment to you. In such case you will not have any claim for delayed payment and in addition you shall indemnify and hold harmless <CLIENT NAME> Ltd., it's directors, officers and employees and compensate for any loss, damages etc including loss of Input Tax Credit of GST including any interest/penalty or associated cost that is occurred or caused due to your acts, omissions or

commissions arising out of failure on your part to issue an E-Invoice.

- (ii) The Contractor / Supplier / Vendor shall deposit the GST amount due to the Government on a timely basis;
- (iii) The Contractor / Supplier / Vendor shall file the periodic statements / returns as per the provisions of GST Law on a timely basis and include therein details of all the invoices raised during the relevant month under the present Agreement/ Order;
- (iv) The Contractor / Supplier / Vendor shall support <CLIENT NAME> on abest effort and timely basis to sort out the discrepancies communicated by GSTIN, if any.
- (v) In the event, <Client> has reason to believe that there is a chanceof delay in availing input tax credit by <Client> or dispute / disallowance of input tax credit to <Client>, then payment of GST amount against each invoiceor debit note, may be released by <Client> post verification and matching ofthe same with GSTR-2A/GSTR-2B/GSTR-6A report of <Client>, as the case may be or any other report being notified by government of <> from time to time. In case said invoice is not furnished by the Contractor / Supplier/ Vendor through filing of GST return or any discrepancy observed in invoice details furnished by the Contractor / Supplier / Vendor, the Contractor / Supplier / Vendor shall upon notice, furnish the invoice / correct such discrepancies immediately to enable <Client> to avail input tax credit and release of GST amount against said invoice. In case the discrepancies were not corrected, the Contractor / Supplier / Vendor shall not have any claim for delayed payment / non-payment against such invoices / debit notes

6. Advance payment: In case any advance is paid under this Agreement/Order and GST on advance to be paid by Vendor, the GST payable in respect of advance payment shall be paid by the Contractor / Supplier / Vendor and shall not be recovered separately.

The total GST amount will be payable by <CLIENT NAME>, as per the terms of this agreement, only after the entire supply has been made and valid taxinvoice has been issued. In case any advance is paid under this Agreement/ Order and GST on advance is additionally paid by <CLIENT NAME>, the GST payable in respect of advance payment may be collected by the Contractor / Supplier / Vendor from <CLIENT NAME> in addition to the amountof advance, subject to providing appropriate documentary proof that GST on advance has been paid by the Contractor / Supplier / Vendor.

The Contractor / Supplier / Vendor shall issue GST Law compliant receipt voucher in case any advance is paid to him and shall issue GST Law compliant refund voucher in case the advance amount is refunded to <CLIENT NAME> , within the timelines under the GST law.

7. Reverse Charge: In case of goods/ services supplied by vendorsattracts taxation under reverse charge mechanism the vendor should not charge any tax in the invoice under forward charge mechanism. In case vendor inadvertently charges any tax in his/her invoice reimbursement of same shall not be done by <CLIENT NAME> Ltd.

8. Indemnity: Contractor / Supplier / Vendor agrees to do all things,including providing invoices or other documentation in such form and detail that may be necessary to enable or assist

<CLIENT NAME> to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement/ Order or in respect of any supply under this Agreement/ Order. If the input tax credit cannot be availed by <CLIENT NAME> and/or if the input tax credit availed is denied on the basis of such invoice or any acts, commission or omission of the

Contractor / Supplier / Vendor, then Contractor / Supplier / Vendor indemnify <CLIENT NAME> and its officer(s) with respect to any or all liabilities, claims, demands, costs, charges, expenses, taxes and assessments, including penalties i.e., interest and penalty on <CLIENT NAME> and its officer(s), punitive and direct damages, proceedings, attorney's fees and litigation expenses.

9. Transition to GST: Contractor / Supplier / Vendor shall support

<CLIENT NAME>

on various aspects to comply with the transition provisions under GST Law. Contractor / Supplier / Vendor shall also take reasonable steps to assist <CLIENT NAME> in identifying the tax benefits or refunds as the case may be, that may accrue on stocks, credits, taxes, etc on the GST Implementation date and pass-on the same to <Client>

10. Anti-profiteering: As per the provisions of the GST Law the vendor should pass any savings realised by them on account of the reduction in the effective tax rate and increase in the tax credit in GST regime as compared to pre GST regime to <CLIENT NAME> Ltd.

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1. Notwithstanding anything contained in the Contract/ P.O., acceptance of Goods shall be subject to inspection by the Buyer in order to determine its conformity with the quality and fitness standards underlined in the Contract/ P.O. Inspection shall be conducted at the premises of the Buyer or at any other place where final delivery to the Buyer is made. The Buyer may conduct necessary testing and perform such acts it deems fit to determine fitness of the goods delivered.

2. Inspection shall be conducted within 60 days of the delivery of the goods at the place mutually agreed between the Parties or at the time of installation of the goods at Buyer place of business, whichever is later. Buyer shall give an intimation regarding rejection of goods to the Seller within 21 days of the inspection.

3. The Seller shall within 60 days of receiving notice regarding rejection remove goods from the place as specified in the rejection notice. In case, the Seller fails to remove goods from place specified in the rejection notice post expiry of 60 days, it shall be deemed abandonment of goods and Buyer may dispose off the same at expense of Seller, in manner it may deem fit. In addition to the any amount recoverable from the Seller, the Buyer shall be entitled to recover amount spent on safe keeping of the goods from the date of granting notice to the Seller regarding rejection of goods and cost of disposal of the goods out of proceed of such disposal of goods.

For Any clarification on the orders issued by <CLIENT NAME>, please contact  
Supplier Relationship Management Center (SRMC) - Phone Nos. 0657 2427139,  
2145769  
E-mail to eproc.mro@<CLIENT NAME>.com for post order related issues like payment etc. and e-procurement site related issues.

Following are the major general terms and conditions of contract applicable to you as Contractor/ Transporter / Supplier / any other kind of Service Provider to <CLIENT NAME>.

Procedure for allotment of Shed to be used as office-cum-godown  
"Shed allotment request shall be submitted to Chairman Shed Allotment Committee through Chief of the department / division where the shed is to be made against a particular order. Sr. Manager Contractors' cell will issue the allotment letter to the contractor based on the recommendation of the committee.

" The shed shall be vacated / demolished immediately by the contractor after the expiry date of the last work order under intimation to the contractors' cell at contractor's own cost & risk.

"If the shed is required to be kept by the contractor due to deferment /extension/ award of a new work order, the Contractor may get the allotment extended by Sr. Manager Contractors' Cell.

Non-compliance to the above procedure will call for appropriate action against the contractor by <CLIENT NAME> as per the laid down procedure of the shed allotment committee.

For detailed (a) Terms and Conditions (PROC / SERV / STD / GEN. TERMS & CONDITIONS) (b) Safety Standards and (c) Non-compliance to <CLIENT NAME> norms for (i) Safety, (ii) Security (iii) <CLIENT NAME> Code of Conduct,

Anti-Bribery & Anti-Corruption and Anti-Money Laundering Policy and for other terms and conditions that are applicable on you as Contractor/ Transporter / Supplier / any other kind of Service Provider to <CLIENT NAME>

, please visit <CLIENT NAME> e-proc site. Those who do not have access to this site or due to any reason they cannot visit the said site, must contact SRMC of Procurement Division of <CLIENT NAME> for obtaining hard copies of the same.

Wearing of seat belts by people sitting in the cabin is mandatory for all heavy vehicles. If any heavy vehicle is found plying inside Works without seat belts and / or persons found not using seat belts, it will be treated as road safety violation and consequent management will be applicable against your firm.

Once informed about the rejected material, it is the supplier's responsibility to lift the material from the <CLIENT NAME> point of operation/storage within 30 days# time period. Post this time the vendor cannot claim the material which has got rejected and <CLIENT NAME> has every right to remove this from its rejected inventory and scrap the material. The payment made against the material supplied (if any) will also be recovered from the supplier.

#### 1.0 Order Date:

The Order Release Date mentioned in the Order is the Order Date.

#### 2.0 Terms of Payment:

Subject to all statutory deductions, as applicable and any deduction which the <CLIENT NAME> may be authorized to make, the Contractor shall be entitled to payments as per the Terms of Payment indicated in the Order. All payments will be released within thirty (30) days of receipt of

Contractor's invoice with other documents as stipulated in relevant clauses. All payments shall be made by cheques / e-payment. The Contractor will indicate his Sales Tax registration number in every bill. Please note that <CLIENT NAME>'s.

3.0 Liquidated Damages for Delay in Completion:

Completion time is of essence of the Order. <CLIENT NAME> reserves the right to recover liquidated damages from the Contractor for any delayed completion of Site work beyond the stipulated completion period at the rate of half (1/2%) per cent of the total order value per week of delay or part thereof, subject to a maximum of five (5%) percent of the total order value. In the event the Contractor fails to complete the job within the aforesaid extended period of 10 (ten) weeks due to the reason attributable to the Contractor, <CLIENT NAME> shall be at liberty to cancel or terminate the work order / contract at the risk and purchase of the Contractor.

4.0 Performance Tests:

The Contractor shall demonstrate the performance tests as per the

Technical Specification. The liquidated damages for non-fulfillment of the performance guarantee parameters/values up to Acceptable Tolerance Limit, as indicated in the Technical Specification, up to acceptable tolerance limits is limited to five (5) per cent of the total order value. In the event of performance guarantee is beyond the acceptable tolerance limit. The <CLIENT NAME> shall be at liberty to terminate or cancel the work order or contract at the risk and <CLIENT NAME> or the Contractor.

#### 5.0 Indemnity:

The Contractor shall indemnify and hold harmless <CLIENT NAME>, from any claim, demand, cause of action, loss, expenses or liability on account of injury or death of persons (including the employees of the <CLIENT NAME>/Contractor/Sub Contractor).

Any claim arising out of damage to or loss of property (including the property of the <CLIENT NAME>/Sub-Contractor) arising directly or indirectly out of the negligent acts, errors or omissions of the Contractor in performance of his obligation under this Contract. Any claim by government authorities/quasi-governmental body for failure by the Contractor to pay taxes, duties, fees applicable to them arising out of the project.

Any claim by third party including sub-Contractors for failure to make payment for labour, services, equipment and materials arising out of this project. Any claim with regard to designs, methods, process including but not limited to claims arising out of infringement of patent, trademark, proprietary information, know-how, copyright, unpatented inventions or any unauthorized use of work.

The Contractor shall defend at his own expenses any suit proceedings for any claim asserted against the <CLIENT NAME>. The <CLIENT NAME> shall give reasonable assistance required in defending the suit and <CLIENT NAME> shall reserve the right to represent his counsel though not obligated to do so. <CLIENT NAME> reserves the right to defend/settle the claim if Contractor fails to defend diligently any such suits or proceedings and without relieving the Contractor of his obligation.

Contractor shall at all times indemnify the <CLIENT NAME> against all claims, damages or compensation under the provisions of various acts applicable such as the Payment of Wages Act 1938, Minimum Wages Act 1948, Employees State Insurance Act 1948, Workmen's Compensation Act 1923, Fatal Accidents Act 1855, Apprentices Act 1961, Employees Provident Fund and Mics. Provisions Act 1952, Industrial Disputes Act 1947 and Contract Labour (Regulation and Abolition) Act 1970 etc or any modification thereof or any other Law relating thereto (including common law) and Rules made there under from time to time.

6.0 Timely Submission of Final bill / Reconciliation Statement: It will be the Contractor's responsibility to submit the final bill within three (3) months from the completion of the job and claim for extra job, if any. <CLIENT NAME> reserve the right to reject any claim for job/extra job done by the Contractor, if details of the same are not submitted within one month of completion of job. The final bill must be submitted with the following document

- No Claim Certificate
- Store clearance certificate
- Wage clearance certificate
- Gate pass clearance certificate
- Reconciliation statement for materials issued by the <CLIENT NAME>

**Order No. Test Contract Number**

- Safety Performance of the party endorsed by Head (Safety & APS)

**7.0 Billing Schedule:****Order No. Test Contract Number**

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The Contractor shall prepare and furnish to the <CLIENT NAME> and the Engineer within two (2) months from Contract Effectiveness Date, a detailed Billing Schedule with break-up price schedule tying up the progress payment with identifiable milestones/quantities of work according to the break-up price Schedule, for <CLIENT NAME>/Engineer's approval. Progress payment will be made to the Contractor based on approved Billing Schedule and the Terms of Payment as stated above. Besides hard copies, the Billing Schedule will be submitted by the Contractor in soft copies to the <CLIENT NAME> and Engineer in text format for approval. After finalisation and approval of the Billing Schedule, soft copy of the same in text format to be submitted by the Contractor for incorporating in "SAP" system.

**8.0 Force Majeure:**

If at any time during the validity / currency of this Order the performance by either party under this Order is prevented by reasons of any declared war, hostility, acts of the public or enemy, civil commotion, sabotage, fire, flood, earthquake, explosion, epidemic, quarantine restrictions or other acts of God, (hereinafter referred to as 'eventuality') then written notice of the happening of any such eventuality is served by either party to the other within fifteen (15) days from the date of occurrence of such eventuality, thereof.

Neither party shall, by reason of such eventuality be entitled to terminate this Order, nor shall either party have any claim for damages against the other in respect of such non-performance and the work under this Order.

The work / job shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. Under such circumstances the contractual delivery period shall be extended by a period equal to that during which such eventuality operated plus an additional period, if any, as may be considered reasonable, mutually by <CLIENT NAME> and Contractor. Whether the eventuality has come to an end or ceased to exist will be deliberated and mutually settled. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least three (3) months, both the parties shall consult each other regarding the further implementation of the Order, provided always that, if no mutually agreed arrangement is arrived at within a period of one (1) month from the expiry of the three (3) months referred to above, the Order shall be deemed to have expired at the end of the said three (3) months referred to above. The above mentioned expiry of the Order will imply that both the parties have the obligation to reach an Agreement regarding the closing of the work order / contract and financial settlement of the Order.

**9.0 Temporary Suspension and Cancellation or Termination of Contract:**

**9.1 Temporary Suspension:** The <CLIENT NAME> may at any time temporarily stop the work being executed under the Contract or any part thereof by notice in writing to the Contractor. All work so stopped shall be resumed by the Contractor based on a schedule to be mutually agreed upon between the <CLIENT NAME> and the Contractor.

**9.2** The <CLIENT NAME> will not pay the Contractor for any supply/work, which is executed during such suspension and the <CLIENT NAME> shall not be liable to the Contractor for any damages or loss caused by such suspension of work.

9.3 Cancellation or Termination of Contract: Without prejudice to clauses concerning Force Majeure and Arbitration hereof and to any other remedy available, the <CLIENT NAME> at its option, may cancel the Contract at any time by simple written notice to the Contractor in case of Contractor's non-compliance with and has breached its undertakings under the Contract/ Order and more specifically in case any of the following circumstances occurs:

A) Unjustified interruption of contractual services by the Contractor including delays and/or failure to maintain delivery schedule of plant and equipment, designs and drawings and other supplies or completion of work as agreed to.

B) Errors, negligence, insufficiencies in the contractual work under execution or failure to supply required materials as per specification or manpower or in other similar circumstances affecting the quality of Work for reason attributable to the Contractor.

C) If the Contractor refuses to implement instructions received from the <CLIENT NAME> or the Engineer within the stipulations of the Contract/Order.

D) Where the Contractor is declared in liquidation or bankruptcy or is involved in similar proceedings or has been implicated repeatedly in litigation or may have entered into or transfers with his creditors or others which might compromise the Contractor's solvency.

9.4 In any of the cases described above, the <CLIENT NAME> shall inform the Contractor of its decision to cancel the Contract/Order or to terminate the Contractor's services, in whole or part under it, specifying in such notice the reason or the basis for this decision. The Contractor shall within fifteen (15) days from the above notice of default, correct such default or satisfy the <CLIENT NAME> regarding the action taken by him for the corrective action, failing which the <CLIENT NAME> at his option will cancel the Contract/Order forthwith.

On such an event the Contractor shall immediately stop all work in connection with the Contract/Order, except as directed by the <CLIENT NAME>. In such case, the <CLIENT NAME> shall be at liberty to contract with other parties or to perform with his own personnel those supplies/ services undertaken by the Contractor in the Contract/Order. In such case, the Contractor shall be liable for any additional costs incurred by the <CLIENT NAME> for obtaining and/or erecting the balance job / work. In case of termination of part of the Contract/Order, the Contractor will continue performance of the Contract/Order to the extent not terminated by the <CLIENT NAME>.

9.5 The <CLIENT NAME> shall be at liberty to terminate this contract or any order issued in pursuance to this contract without assigning any reason by serving 15 days written notice to the contractor. In such an event

the contractor shall not be entitled for any compensation from <CLIENT NAME> .

#### 10.0 Arbitration:

##### (I) Governing Law and Jurisdiction

This Contract/Order shall be construed, governed and enforced in accordance with the law of <>. The parties hereby agree that jurisdiction over any dispute arising under this Contract/Order shall be

Order No. **Test Contract Number**

vested only in the Courts of <> and the parties submit to the jurisdiction of the said courts at <> in the state of <>.

Order No.

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**Test Contract  
Number**

## (II) Dispute Resolution

Any dispute or difference arising between the parties hereto in respect of any aspect of this Contract/Order or the interpretation construction or effect of the terms and condition of the Contract/Order shall be first settled mutually by negotiations between the parties. In case no settlement is reached within a period of 60 (sixty) days from the date of dispute raised by one party on the other, such dispute or difference may be referred to a Sole Arbitrator by the aggrieved party. Should the parties not agree to the appointment of a Sole Arbitrator, each party shall appoint its own Arbitrator and the two Arbitrators so appointed by the parties shall, before entering upon the reference, appoint the third Arbitrator who shall act as the presiding Arbitrator. The arbitration proceedings shall be conducted and governed by the Arbitration and Conciliation Act, 1996 and amendment made thereof. The language of the arbitration shall be English and the place of arbitration shall be at <>. The parties may however mutually agree to any other venue in<> for the arbitration, failing which the Arbitral Tribunal shall decide the venue.

The Award made by the Arbitral Tribunal shall become final and binding upon the parties and shall be enforced in accordance with applicable provisions of the Arbitration and Conciliation Act, 1996.

## 11.0 Construction of Contract:

The Order shall be governed by the laws in <>. The Order shall in all respects be construed and operated as a contract as defined in the <>n Contract Act, 1872 and save as otherwise expressly provided herein shall be governed by the provisions of the said Act.

This Order shall be governed by the terms and conditions as specified herein and <CLIENT NAME>'s General Conditions of Contract (copy already available with the Contractor). In case any conflict between the terms and conditions given this Order and those in the General Conditions of Contract, Technical Specification or other tender documents, the terms and conditions given herein shall prevail. Wherever, <CLIENT NAME> has signed an Agreement with the Contractor, in the event of any conflict between the terms & conditions in this Order and that in the Agreement, the terms & conditions incorporated in the Agreement shall prevail.

12. The service provider/contractor has to provide skilled manpower as per requirements of the job

12.0 Safety Clauses Applicable to All Contractors/  
Transporters/Suppliers/ any other kind of Service Provider to  
<CLIENT NAME> :

12.1 The prime or main contractor is responsible for the activities of their employees and liable for all acts, errors, and omissions of their subcontractors.

12.2 Contractor should attend the Pre-Bid meeting/Pre-Award meeting conducted by <CLIENT NAME> prior to bid/take up contract to understand & prepare the plan required to accomplish the work

safely. Contractors should also give declaration that they will follow the safety norms and execute the job safely.

Example of higher risk jobs are Working at height, Hot work, Positive isolation (all types), Confined space entry, Electrical work, Lifting/rigging/hoisting activity, Civil work, Operating heavy equipment, Shoring, excavation, trenching, Line breaking, Working in proximity to hazardous chemicals including gases, Work conducted in high and low temperature environments, Working in underground and surface mines, Demolition and renovation work, Working within or in proximity to HHOs, Transportation of goods and materials etc.

12.3 The contractor shall visit the site and understand safety hazards and safety measures to be taken while executing jobs as per the scope of work and the actual site conditions before submitting the quotation.

12.4 The contractor shall undertake full responsibility for safe execution of job at work site and safety of his personnel from the time he enters the Gates of <CLIENT NAME> Works till the time he leaves the Works Gates after his duty. The Contractor shall comply with all safety aspects of <CLIENT NAME> safety standards, lifesaving rule, Codes & standards referred to in the technical specification. The contractor shall abide by and shall ensure 100% compliance of various statutory rules of the Government and Safety Rules and Regulations of the <CLIENT NAME> , being issued by the Government authority and <CLIENT NAME> time to time in this regard, and/or as required by the engineer, in respect of all staff and labour engaged for the execution of the work at work site and shall provide all the facilities in connection therewith. By accepting this work order, the contractor undertakes that it fully is aware of the safety norms and requirement for the job / services to be executed by it and shall take all necessary steps in that regard.

12.5 The contractor and its employees will put on all prescribed Personal Protective Equipments (such as safety shoes, helmets, hand gloves, safety belts, safety goggles, gas mask and all other safety appliances etc.) while working inside the plant and also in its vicinity and such Personal Protective Equipment (PPEs), Tools & tackles and equipment must be as per company's standard and IS/EN approved. These equipment, tools & tackles should be fit to use. Contractor must submit to job executing department copies of all relevant documents of safety equipment inspections & test certificate (e.g. test certificates of chain block etc.) for acceptance by executing department. The contractor shall ensure that these necessary safety appliances are being used by his employees and workers working at site without which the employees and the workers shall not be permitted to work.

The cost of the PPEs, Tools & tackles and equipment will be borne by the contractor and the same shall not be recovered from the employee. Any violation found will be dealt firmly by <CLIENT NAME>.

12.6 Contractor's safety management systems, policies and controls will be equally applicable to all contractors and sub-contractors if any engaged by them. Contractor will confirm in writing that all safety provisions of the contract have been conveyed to his personnel as well as to the personnel engaged by his sub-

contractor(s) and all safety requirements shall be met.

- 12.7 The Contractor shall be aware that his employees have to work insafety hazards in work site, as for example, presence of poisonous gas, frequent passage of loco and ladle cars, simultaneous activities carried out by various agencies in a congested area etc. and plan and execute his work accordingly.
- 12.8 All requirements of safety such as coupling guards, belt, pulley and chain guards, screens and protection railings etc. shall be provided by the contractor for his erection equipment. Such guards shall have normally hinged cover for inspection.
- 12.9 The contractor shall ensure usage of CO gas and Oxygen detector, while working near furnace of gas areas, for monitoring of the level of these gases and shall take actions accordingly for the complete safety of their personnel.
- 12.10 Before taking up any job in gas hazardous areas, the concerned staff of the contractor and particularly their supervisors must attend the gas safety induction program at the gas safety station of the <CLIENT NAME>. The contractor shall have to obtain a proper work permit/clearance/prior permission from the operating department before starting the work in a running plant / pipe lines / gas lines / air lines / water lines / hazardous areas / and for working on shutdown days etc. Contractor shall keep the concerned departmental head informed well in advance if the work is to be carried out on Sundays/National Holiday/Shutdown days or in night. Safety supervisor must talk and explain about the job hazard daily before starting the work and shall adopt the safety measures accordingly.
- 12.11 The contractor shall depute adequate number of supervisors for the complete supervision of the jobs. The supervisors/ site engineers of the contractors must have undergone the safety program on contract management at Training Center. No person shall be deployed at work place / site without safety induction training. The safety card if applicable will be given by training centre and it should be with the workmen at all the time and same should be produced on demand at any time.
- 12.12 The contractor and its employees will not touch any other equipment or machine other than the machine equipment for which clearance is given.
- 12.13 The contractor shall maintain the workplace in good & clean condition and shall ensure good housekeeping in the area of work.
- 12.14 The contractor shall depute a "key person" from his organization who shall (a) be fully responsible for safety of persons (b) ensure safety practices during the execution of the order.
- The contractor shall engage adequate number of Highly Skilled / Skilled / Semi Skilled / Unskilled labour and supervisor on the job to execute the work in a safe way. The contractor shall report to each shift head at the start and end of the job and permit to work shall be taken from

the shift head before starting the job. All work shall be executed as per the instruction of the shift Head.

- 12.15 The contractor shall understand the work, analyze the job safety and prepare the job safety and housekeeping plan. The contractor shall monitor the plan regularly and adhere / improve the plan, if required, for safe execution of the contract. Job shall start only after certification of safety plan by the concerned Head of the Department. The contractor shall train all its staff / workmen on the safe working procedure. The contractor shall carry out regular safety inspection at the work site to ensure that all safety measures are being properly maintained / followed and maintain a record of observations made and corrective actions being taken. He shall also carry out load test on erection department, tools and tackles etc., from time to time and maintain a record of the test results conducted by them. As per

Inspector of Factories, Contractors shall get all their tools & tackles examined by the competent Authority, so that whenever these are checked by the representative of Inspector of Factories, the Contractor should be able to produce the required certificates.

- 12.16 Job shall be done under strict supervision by the contractor's trained supervisors round the clock in all the 3 shifts (A, B & C) or as the case may be.
- 12.17 Safety supervisor of contractor shall have to attend the safety meetings conducted at site by the <CLIENT NAME>. He will have to keep himself as well as his workmen informed about the points discussed in the meetings and will have to implement the same at work place/site to ensure the safe execution of the job.
- 12.18 The names and Bio-data of all employees of contractors including trained, skilled, competent, qualified supervisors & key persons shall be submitted to <CLIENT NAME> for review and acceptance. Contractor shall promptly replace a supervisor unsatisfactory to <CLIENT NAME> but shall not otherwise replace any such person during the duration of the work without concurrence of <CLIENT NAME>. <CLIENT NAME> reserve the right to deny entry into its facility to any contract person or supervisors deemed unfit, unsuitable or unwilling to comply with any safety & Health requirement as noted here or in work order.
- 12.19 A proper register /document containing names and designation of workers to be maintained by contractor for the workmen trained by <CLIENT NAME> .
- 12.20 Contractor will develop Safety Assurance Plans for all segments of work based on <CLIENT NAME> safety standards and made them available for review by executing department and contract owner at all times.
- 12.21 Contractor must submit to job executing department copies of all completed relevant documents like standard operating procedure, daily job briefing, safety equipment inspections certificate, tool box meeting records etc. For all high risk jobs, such as working at electrical HT lines, confined space, pressure vessel, Gas line, mining activity, working at height etc, as mentioned above.
- 12.22 Contractor shall provide the man power that has specific competency certificate which includes government certification also as appropriate and applicable. Failing to which, it will be treated as non-compliance and executing department shall take appropriate action as per company's rule on contractor company/person.
- 12.23 <CLIENT NAME> shall have the right, without contacting the contractor, to immediately stop any work that, in the opinion of the <CLIENT NAME> employee, has got fatal or serious consequence.

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<CLIENT NAME> will immediately report the situation to contractor for correction. Workwill remain stopped until it is made safe and <CLIENT NAME> is not liable

to pay any penalty for this. Disciplinary action against the Contractor for safety violation will be guided by <CLIENT NAME> consequence

managementsystem and it will be binding to the Contractor and their employees to abide by it.

- 12.24 The Contractor shall not sublet/subcontract, transfer, or assign the Contract or any part thereof without the written permission of the Page: 33 of 45

Contract Administrator of <CLIENT NAME>, except as stipulated otherwise in the Contract and/or for purchases/services from approved vendors list. In the event a contractor contravenes this condition, the Contract Administrator shall be entitled to place the Contract elsewhere on the contractors account and at their sole risk and the contractor shall be liable for loss or damage as per company's rule which the Contract Administrator may sustain in consequence or arising out of such placing of the Contract. Sub-contractors identified by main/prime contractors will be subject to the same safety & technical competency evaluation by screening team of <CLIENT NAME> as main/prime contractors for all Higher Risk work. Main/prime contractor shall be fully liable and responsible to <CLIENT NAME> for the acts, errors, and omissions of its subcontractors and shall not be relieved of any obligation to <CLIENT NAME> under the Contract(s). Subcontractor shall agree in writing to be bound by all obligations of contractor set forth in the Contract.

- 12.25 Contractor must conduct a weekly review on safety aspects. Such review will include (as a minimum) current safety audit results, injury/illness summary, safety meeting(s) summary, hazard reviews of upcoming work, incident, injury and near-miss investigations, compliance to safety standards.

- 12.26 Contractor proprietor/Project manager will participate in safety line walk to their working site along with <CLIENT NAME>'s management representative at least once in a month. Contractor will assist executing department in safety audits.

- 12.27 Job executing department shall brief in details all the safety aspect to the contractor as applicable for safe execution of the job during Pre-work meeting and at the time of work permit and six directional hazards clearance.

- 12.28 The contractor shall ensure for initial & periodic health check up in a frequency mentioned in factory/mines/any other government acts and rules guideline of their own & sub-contractor's employees and submit the fitness certificate to job executing department as and when demanded.

- 12.29 Contractor shall take all necessary safety precautions during the execution of the job to prevent any mishap, accident, property loss etc. Contractor shall solely responsible for any accident or injury that may happen to any personnel engaged in execution of work. Contractor shall bear all the payment / compensation against any loss or damage to property, plant and equipment during execution of the work, treatment, death and Labour obligation. <CLIENT NAME> shall not be liable for any damage or compensation payable at law in respect of or in consequence of any accident or injuries.

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- 12.30 Contractor shall impart refresher training from time to time to their employees to create a safety culture at work site through tool box and mass meeting.
- 12.31 No Cycles shall be allowed inside <> works.
- 12.32 Contractor shall not make any changes / alteration to the job plan / equipment without prior consultation with the executing department.
- 12.33 Contractor shall not start any job without taking permit to work, relevant clearance such as positive isolation, electrical, confined space etc. and carry out job hazard analysis, Standard operating procedure or any other applicable document.  
Contractors' supervisors must discuss the Job plan and the method of work before start of any job with contract owner
- 12.34 Contractors should report all incidences, injury cases, near miss, and dangerous occurrence to <CLIENT NAME> Contract administrator / Line Manager or contract owner immediately as and when it has occurred irrespective of severity of incident and without any prejudice.
- 12.35 Contractor and supplier safety performance will be periodically evaluated objectively on set parameters to ensure partnership expectations are continually met. Identified deficiencies must be corrected. Safety performance will be considered for all future orders by <CLIENT NAME> management.
- 12.36 Further to reiterate that:
- a. Contractors and subcontractors responsibilities also include:
- i. Ensuring that work areas and activity under their control do not place their employees, <CLIENT NAME> employees, or others at risk of injury.
  - ii. Ensuring that all tools, tackles & equipment brought onto or stored at <CLIENT NAME> property for execution of the job are certified/tested fit for usage by relevant and applicable regulatory authorities, industry trade associations, consensus based best practice industry groups (e.g. NFPA), and OEMs.
  - iii. Ensuring that equipment and tools are stored / maintained in a safe condition per OEM, Industry norm, or other relevant authority requirements.
  - iv. <CLIENT NAME>'s tools, tackles and equipment loaned to contractors for use on site are maintained in safe working order/condition as per OEM, industry norm, or other relevant authority requirements and test certificates.

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- v. Establishing safe systems of work with competent supervision to ensure the work does not expose individuals to injury or <CLIENT NAME> assets to harm.
- vi. Conducting FULL TIME health and safety audits, inspections, oversight of all assigned work areas by competent supervisors and /or site safety supervisors to ensure compliance to all <CLIENT NAME> safety expectations, standards, guidelines, etc.
- vii. Identifying and controlling hazards that are created by the contractor's work activities.
- Order No. **Test Contract Number** viii. Providing appropriate personal protective equipment (PPE) which met the IS / EN standard and approved by <CLIENT NAME> for the tasks undertaken by their employees and ensuring 100% compliance to use of PPE.
- ix. Ensuring health and safety training is provided to its employees

appropriate for their assigned tasks.

x. Liaising with the <CLIENT NAME> contract administrator and contract owner to ensure the effective execution of provisions of this standard and general communication of health and safety matters.

xi. Carry out investigations for all incidents of their area and

jobs.xii. Assisting <CLIENT NAME> with incident investigations.

xiii. Maintaining the necessary insurance coverage required by <CLIENT NAME> <> and local regulation.

xiv. Establishing and maintain an effective safety, health & environmental program in accordance with applicable federal, state and local regulations.

xv. Deploying competent supervisors and site safety personnel/professionals to monitor, inspect, and audit the safety requirements of their activities.

xvi. No contract employees should be allowed to work beyond statute(Local factory rules or regulation) prescribed overtime duration in a week prescribed in the law. The contractor shall comply with industry norms and applicable local laws on working hours. Overtime should also not be demanded on regular basis.

xvii. Not engaging contract employees who are medically unfit.

xviii. No contractor will appoint contract employees of other's contractors without prior approval of the previous contractor and line managers/Contract Owner.

b. Responsibility of contractor's supervisors:

i. The Contractor's Supervisor is the connection between <CLIENTNAME>'s management and the contractors including their employees.

ii. In collaboration with the site safety supervisor, he / she coordinate the work of his companies' employees on site. He / She are responsible and accountable for the quality and safety of himself/herself & his/her employees work.

iii. The contractor's supervisor shall review the units' safety requirements with his employees prior to the beginning of each job. Documentation of this review shall be forwarded to the Contract Owner.

iv. He / She should ensure that daily assignment of jobs to his workers delegate specific tasks inspect tools and equipment and PPE, correct all unsafe conditions, report incidence and near misses, ensure work area housekeeping, carry contractor safety audit.

c. Responsibility of contractor's site safety supervisors:

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- i. Site safety supervisors will carry out daily safety audit and inspections of tools, tackles, equipment and PPEs.
- ii. He/she will identify and help in correcting the unsafe conditions at site with help of contractor's supervisors. He/she will ensure tool box and mass meeting is conducted regularly.
- iii. He/she will ensure reporting of all incidences and near miss and participate in incident investigation.
- iv. Site safety supervisors will help in developing SOP for the job and carry out safety audit to check its compliance.
- v. Site safety supervisors will be deputed for all high risk jobs as per the demand of contract owner.

12.37 The Contractor not following the above instructions will be fully responsible for all kinds of unsafe acts, conditions, practices and incidents at their own risk and cost. In all such cases, the contractor shall indemnify <CLIENT NAME> against all claims, demands, damages and compensation.

The contractor should be aware of rules, regulations and procedures of <CLIENT NAME>'s safety consequence management standard. Any safety noncompliance by Contractors will be dealt as per <CLIENT NAME>'s safety consequence management standard.

12.38 <> SCHEME:

The Vendor understands that <CLIENT NAME> is committed to welfare of persons engaged by its Vendor for the purpose of execution of work order placed by <CLIENT NAME> and working inside <CLIENT NAME> premises.

Vendor

further agrees that all employees engaged by vendor and working inside <CLIENT NAME> premises will be governed by the #<># administered by <> Charitable Trust. In the event of any accident arising in the course for execution of work by the vendor within <CLIENT NAME> premises resulting into death of employee of the vendor, as per aforesaid <> an annuity shall be purchased by <> Charitable trust for monthly pension of dependents of the deceased employee of Vendor. The amount required for the purchase of the annuity towards monthly pension is contributed to the <> Charitable Trust by <CLIENT NAME> and subsequently 50% of the cost of purchase of annuity is recovered from the vendor in following manner:

1. In case of an accident resulting into death of the employee of such Vendor:-The total contribution of 50% of the annuity value is recovered from the vendor whose employee has died as a result of accident. 2. In case of accidents resulting in repeat Fatality /Permanent Total/Partial (more than 50%) Disablement (within <CLIENT NAME> and TIS group companies) in two different incidents of the same vendor :- The total contribution of 75% of the annuity value is recovered from the vendor whose employee has died as a result of accident. 3. In case of an accident resulting in multiple Fatality /Permanent Total/Partial (more than 50%) Disablement (within <CLIENT NAME> and TIS group companies):- The total contribution of 75% of the annuity value is recovered from the vendor whose employee has died as a result of accident.

The Vendor authorises <CLIENT NAME> to make such recovery from their invoice. It is clarified that payment under #<># shall be over and above any amount payable by way of compensation to the deceased dependent under Workmen Compensation Act 1923 or other labour legislation, which shall be paid by the vendor. The vendor shall comply all applicable law including but not limited to Workmen Compensation Act, 1923

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or other labour legislation all the time and contribution by <CLIENT NAME> under <> shall be treated as voluntary payment by <CLIENT NAME> and not as a part of compliance of any applicable law.

12.39 Insurance and acknowledgement of hazards associated in execution of works/ services for foreign nationals working inside <Client> premises:

1. The Contractor/Vendor shall, at its own expense, provide and maintain during this Contract/Agreement/Order, comprehensive insurance for his personnel who are not <>n national covering all risks and liabilities with waiver of subrogation. The Contractor/Vendor shall ensure that all personnel who are not <>n national engaged at Employer/<CLIENT NAME> site or other location as per Employer's/<CLIENT NAME>'s direction, in relation to this Contract/Agreement/Order shall have a minimum insurance cover of "One hundred thousand EURO (or equivalent amount in applicable currency)" covering all risk towards any injury including death and full or partial or permanent disabilities, for the entire duration of such engagement including travel time. 2. The Contractor/Vendor acknowledges and agrees that there are hazards associated in execution of the works / services. The Contractor/Vendor agrees that those of its personnel whether as an employee or otherwise, workers, agents and/or representatives /sub-contractor's employees, workers, agents and/or representatives including foreign nationals engaged in the performance of this Contract/Agreement/Order are aware of the hazards and assumes all responsibility for warning and protecting them of such hazards to persons and property in any way connected with the execution of the works / services. The Contractor/Vendor shall be fully responsible for the health and safety of personnel whether as an employee or otherwise, workers, agents and/or representatives /subcontractor's employees, workers, agents and/or representatives including foreign nationals engaged at the Employer/<CLIENT NAME> Site.

13.0 SA 8000 Norms:

It is mandatory for you as contractor/ sub-contractor/ Transporter/ Supplier/ any other kind of service provider to <CLIENT NAME> to comply with SA 8000 requirements as per SA 8000-2014 standard. You need to comply with the requirements of SA8000 in letter and spirit that was accepted during on-boarding in <CLIENT NAME>. <Client> reserves the right to check the compliance to the requirements of SA8000. In case of non-compliance observed at any point of time may lead to cancellation of order or any other action or both as deemed fit by <CLIENT NAME>.

14.0 Vehicle Age:

At any point of time vehicles having age more than 15 years will not be allowed inside the plant. All Contractors/ Transporters / Suppliers / any other kind of Service Provider to <CLIENT NAME> shall strictly follow the above.

For any non-compliance on the above, <CLIENT NAME> shall take actions against your firm as per norms"

15.0 Service Tax:

The invoices for services rendered shall indicate separately the value of taxable services, the Service Tax applicable thereon and Education Cess and shall contain the particulars prescribed in the CENTVAT Credit Rules, 2004 for the purpose of availment of CENTVAT credit by <CLIENT NAME>

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. If the CENTVAT credit cannot be availed by <CLIENT NAME> and / or if the credit availed on the basis of such invoice is denied, then you shall be responsible for compensating <CLIENT NAME> with respect to the amount of tax as well as any consequential charges i.e. interest and penalty. In order to avail the CENTVAT Credit, Service Tax invoice should be submitted by you within 14 days from the date of completion of service or receipt of payment whichever is earlier, failing which the service tax amount shall not be paid to you.

16.0 Man Power:

16.1 All persons have fitness certificate for all the process as per Dupont requirement.

16.2 Contractor shall have sufficient number of man power with combination of skilled and unskilled people for deployment at 3 to 4 sides simultaneously.

16.3 Contractor shall deploy separate supervisors for separate jobs.

16.4 Contractor should ensure that the working hours to be 8 hours only sometime it may go up to 16 hrs.

16.5 Party shall be able to arrange 5 to 6 gangs during break down or big shut down on a  $\frac{1}{2}$  hr. notice.

16.6 All contractors and their supervisors shall carry mobile phone round the clock.

17.0 Education/Skill:

17.1 Contractor's supervisors should possess Diploma in Mechanical/Electrical / Civil / Instrumentation engineering from the institute recognize by state/central government.

17.2 All trained technical persons like welder, gas cutter, rigger, electrical fitter, mechanical fitter have trade test pass certificate from ITI or any technical institute recognized by any state/central government.

17.3 Each working group leader should be able to read mechanical drawing, hydraulic circuit and electrical drawing.

17.4 For Argon welding job workman should possess IBR test pass certificate.

17.5 Contractor supervisors should have enough experience to supervise the job.

18.0 Tools & Tackles:

18.1 For mechanical job contractors have to make his own arrangement for all types of tools & tackles like all types of spanners, gas cutting sets & welding equipment, Argon welding equipment, manual torque wrench, hydraulic torque wrench, hydraulic jacks, measuring instruments (like vernier, calliper, micrometer) etc. required for the jobs covered in the contract.

18.2 For electrical job party should have special tool like megger, crimping tool, vacuum cleaner, hot blower etc.

18.3 All lifting tools/load bearing tools, tackles & safety appliance should be tested & certified and have valid certificate are in healthy condition.

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18.4 For cleaning job contractor should employ mechanized cleaning to reduce the man power and better job quality.

18.5 Each group of workers will have separate tool sets suitable for their work.

19.0 Non-compliance to <CLIENT NAME> Norms for Safety, Security and <CLIENT NAME> Code of Conduct, Anti-Bribery & Anti-Corruption and Anti-Money Laundering Policy.

19.1 All types of four wheeled vehicles / cars shall have commercial registration.

19.2 Model of the vehicles / cars shall not be older than five years at any point of time and shall comply with bharat III norms.

19.3 Apart from observing the standard safety norms of <CLIENT NAME>, the below mentioned norms shall also be followed:

Drivers shall wear leather shoes and shall follow the traffic and speed limit rules of inside works premises. Vehicles / cars shall be provided with back and side view mirrors and seat belts in the front as well as at the back seats. All passengers shall tie the seat belts while travelling in the vehicles / cars. Vehicles / cars shall possess tool kits, jack, Stepney, first aid box and an umbrella.

19.4 Drivers shall possess all valid documents while driving the vehicles / cars such as driving licence, owner book, tax token, insurance, road permit, pollution certificate etc.

19.5 Drivers shall keep safety cards, issued by Safety Department of <CLIENT NAME>, for self and vehicles.

<CLIENT NAME> shall take action against Contractors / Transporters / Suppliers / any other kind of Service Provider for non-compliance to the <CLIENT NAME> norms for Safety, Security and <CLIENT NAME> Code of Conduct, Anti-Bribery & Anti-Corruption and Anti-Money Laundering Policy by them, their direct or indirect employees and their direct or indirect service providers. Please contact SRMC for obtaining details of such norms.

In case your unit/firm/undertaking is a micro, small or medium enterprise as defined under the Micro, Small and Medium Enterprise Development Act 2006 and a memorandum as specified under the said Act has been filed by you, a copy of such memorandum should be submitted to Vendor Management Cell at Procurement Division, <> within 15 days of receipt of this order. This clause may please be ignored if it is inapplicable to you.

20.0 The contractor shall submit police verification reports of character and antecedents of all their employees and for each labourer engaged by them at the time of application for conduct of Safety Training or on demand by <CLIENT NAME> Limited.

21.0 "The use of wireless sets is prohibited within the <CLIENT NAME> premises at <>"

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22.0 The vendors will carry out the fitness check of mobile equipment and light vehicles as per the following checklist, if they are deploying these to carry out any job in <CLIENT NAME>. The record should be kept by the vendors.

23.0 The gate pass issued to the contractor's workers will be returned to <CLIENT NAME> within stipulated period after expiry failing which penalty will be applicable as per norm.

24.0

Recommended clauses on Anti bribery and anti-corruption

a) Contractor/ Transporter / Supplier / any other kind of ServiceProvider to <CLIENT NAME> acknowledges and agrees that it has not, and willnot, make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public internationalorganization officials, political parties, or candidates for public office, or employee of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage. Contractor/ Transporter / Supplier / any other kind of Service Provider to <CLIENT NAME> also agrees that it shall not engage in any activity that would expose <Client> to a risk of penalties under the lawsand regulations of any relevant jurisdiction, like the Prevention of Corruption Act 1988 and Prevention of Corruption (Amendment) Act 2018 orany applicable local laws, prohibiting improper payments, including but not limited to bribes to officials of any government or private agency.

b) Contractor/ Transporter / Supplier / any other kind of ServiceProvider to <CLIENT NAME> hereby represents that it has not and shall not itself or through any of its personnel or any other entity, by whatever name called, give or will give or promise to give any money or gift to any employee/official of <Client> to influence their decision regarding this Agreement, nor shall it exert or utilize any unlawful influence through a promise to pay a commission, percentage, brokerage or contingent fee to secure or solicit any extension hereof.

c) Contractor/ Transporter / Supplier / any other kind of ServiceProvider to <CLIENT NAME> agrees that breach of this clause shall be sufficient ground for <Client> to terminate this Agreement immediately without prejudice to the Contractor/ Transporter / Supplier / any other kind of Service Provider liability under applicable laws. Further, breach of this clause shall also be sufficient ground for <Client> to withhold any and all payments, which may be due to the Contractor/ Transporter / Supplier / any other kind of Service Provider and for <Client> to initiate appropriate legal actions against the Contractor/ Transporter / Supplier / any other kind of Service Provider.

25. In case of breach of any specifications, as stipulated in detail under the Order/Contract and allied documents, <CLIENT NAME> shall have right either to reject the services or make deduction, partially or fully, during bill certification.

Before deducting amount, <CLIENT NAME> will notify the reason and amount ofdeduction and upon receipt of the notice if vendor has any objection

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 vendor shall intimate to <CLIENT NAME> of any observation immediately.

The final deduction shall be the mutually agreed amount.

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Number**

## LIGHT VEHICLE CHECK LIST

Date#####

Equipment No#####

Sl. No.	Parameters to be checked	Frequency	Ok	? Not ok	?
	Responsibility	Observation if any		1	
1	Blinkers Daily	Operator			
2	Head light, Daily	Operator	Horn Daily		3
4	Reversing alarm	Daily	Operator	Seat belt	Daily
5				Operator	
6	Service brake	Daily		Operator	
7	Parking brake	Daily		Operator	
8	Wipers	Daily	Operator		
9	Any leakage	from the vehicle	Daily	Operator	
10	Door Lock , Foot rest (If any )	Daily		Operator	
11	Tyre / Rim condition	Daily	Operator		
12	Battery terminal & Electrolyte level	Weekly	Mechanic		
13	Cabin door handle, glass, fire extinguisher & First aid box.	Weekly	Mechanic		
14	Condition of all wheel mounting stud & nut	Weekly	Mechanic		
15	Fan Belt condition & tension (1/2# # %# )	Weekly	Mechanic		
16	Engine oil level (Between high & low)	Weekly	Mechanic		
17	Brake fluid level	Weekly	Mechanic		
18	Rear view mirror	Weekly	Mechanic		
19	Propeller shaft bolts tightness	Weekly	Mechanic		
20	Tie Rod end condition	Weekly	Mechanic		

Signature of Operator/ Mechanic

Signature of Supervisor

Checklist for Mobile Crane

Crane No. #####.. Capacity ##### Date #####..

Sl.No.

Items Inspected Status

OK Not OK

Action Recommended Remarks

1. General Observation

- a) Load testing site condition
- b) Barrication of load testing area
- c) Availability of caution boards

d) Clearance taken or not

2.

a) Boom Condition (Insp. Record)

b) Cross member

c) Main member

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d) Foot pin condition

e) Guy rope condition

f) Sheaves condition (wear of pulley groove)

g) Boom alignment

h) Boom hoist mechanism

Boom hoist brake

i) Parking brake (in case of wheel crane)

j) Availability of guards in all moving components

k) Display of Do's and Don'ts in operator's cabin

3.

a) Condition Monitoring

Hook Pulley mounting pin Locking arrangement.

b)

Wire rope inspection record (wear limit not more than 7% of dia)

c)

d) Hook block wear (limit not more than 15%)

Hook throat opening (Std / deviation)

e)

f) NDT test record of all load members

Any evidence of hook twisting

(not more than 10 degree)

4. Under Carriage

a) Travelling brake condition

b) Tyre condition

c) Out rigger &amp; pad

d) Any oil / water leakage

e) Any defect in turntable arrangement (crack or bolt missing)

f) Condition of shims and locks of chain tightening  
arrangement 5.

a) Safety System

b) Angle indicator condition & its visibility Calibration  
record of angle indicator

c)

d) Availability of load chart in the crane

e) Functioning of load over hoist alarm system

f) Functioning of load indicator system (to know Over Load)

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- g)  
h) Boom Over Hoist Alarm system  
    Hook Latch  
    Operator seat condition

## 6. Load Carrying Members

- a) Any drifting load carrying hydraulic cylinder (wheel crane only)

- b) 'A' frame condition

- c) Vertical column

- d) Tie rod Condition

## 7. General Checking

- a) Competency test of operator

- b) Eye test certificate

- c) Head light & back light

- d) All safety glass of the crane

- e) Fire extinguisher installed or not

- f) Reversing alarm system

- g) Remarks of crane performance during trial

- h) Performance of crane is OK with load of ## Tons at radius

# ## in boom length # ##

**Test Contract****Number**

de-rated from #####.. to #####. tons.

If required, crane is to be

Any observation other than the above.

Signature of Inspector

Signature of Supervisor

## OPERATOR CHECK LIST - Wheel Equipments

Equipment No#####Shift#####Hour Meter#####...Date#####

Sl no. Job Ok Not Ok Remarks

2 Engine oil level (Between high &amp; low)

3 Water level in radiator

4 Brake fluid level (For Hydraulic Brake)

5 Transmission oil level

6 Hydraulic oil level

7 Fan, Alternator, Water pump & Belt condition & tension  
(1/2" -  
3/4")

8 Condition of Radiator hose &amp; Flex coupling

9 Mounting bolt of propeller shaft

10 Condition of Tyre &amp; air pressure Front/Rear

11 Condition of all wheel mounting stud &amp; nut

12 Cabin door, handle, glass,

- 13 Three piece mirror / Rear view mirror
- 14 Parking brake
- 15 Service Brake
- 16 Operator seat & seat belt
- 17 Dumper dallah & his lock
- 18 Cleaning of Glass, head light & number plate 19 Fire extinguisher & First aid box.

Checking of Engine after starting1 Engine oil pressure (0.5kg/cm<sup>2</sup>-7kg/cm<sup>2</sup>)

- 2 Temperature of water (75-85°C)
- 3 Battery charging meter
- 4 Air pressure (8kg/cm<sup>2</sup>)
- 5 Free play of steering (150-200)
- 6 Free play of clutch (1/2")
- 7 Any abnormal sound
- 8 Any leakage of out side
- 9 Head light, blinker, wiper horn, back up alarm & light
- 10 Out side Condition of hydraulic cylinder

Signature of Operator  
Order No.

Signature of Supervisor

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#### Operator Check List(Crawler Equipment)

Date #####. M/C. No#####..  
HMR:#####..

"SL

No." DESCRIPTION OF JOB Ok "Not Ok"

#### REMARKS

- 1 Check oil level as written below :
  - i. Engine oil H / M / L ii. Hyd. oil H / M / L iii. Trans. Oil iv. P.T.O oil
  - v. Swing Gear Box
- 2 Check Radiator coolant level and pressure cap
- 3 Cleaning of glass and head light
- 4 Check belt tension (3/4# deflection Max.)
  - i. Fan belt & fan hub play ii. Water pump belt iii. Alternator belt
  - 5 Check the condition of :
    - i. Radiator Upper hose / Flex coupling
    - ii. Radiator Lower hose / Flex coupling
    - iii. Engine oil cooler hose
    - iv. Cabin door glass, handle etc
    - v. Operator seat and seat belt
- 6 Check
  - i. Locking / Welding crack of Master pins. ii. Tensioning of Track chain
  - iii. Greasing of the pin
- 7 Check
  - i. Bucket pin locking ii. Boom and other pin locking
  - iii. Canopy / bonnet mounting
  - iv. Hitachi boom top pipe clamping
  - v) Condition of bucket teeth
- 8 Check & note the reading
  - i. Engine oil pressure ( 0.1 kg/sq.cm #

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- 7 Kg/sq.cm COLD) ii. Water  
tempretureiii. Charging iv) Hour Meter  
Reading
- 9 Start engine & check smoke condition, light, horn, alarm  
etc.
- 10 Swing brake
- 11 Crawler brake
- 12 Check all operations
- 13 Check fire Extinguisher & First Aid Box
- 14 Check all caps Radiator / hyd. tank / Diesel tank / trans.  
/ Engine oil Filter
- 15 a) Check any oil leakage
- 16 b) External condition of hydraulic cylinder & its piston  
rod
- 17 c) Hyd. hose condition & other abnormality, if any 18  
Operators complain, if any

Signature of operator

Signature of Supervisor

The Checklists in excel and word format are available in e-procurement site under Facilities tab (Go to Facilities tab then to General Message and then select Guidelines from drop down)

For any Queries related to <CLIENT NAME> Code of Conduct , Anti-Bribery  
&  
Anti-Corruption and Anti-Money Laundering Policy Pl seek Clarification  
From :

Order Continuation Sheet

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Ethics Counsellor :

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24. <CLIENT NAME> encourages all vendors to deploy at site only competent persons certified in their respective skill(s) by <>, authorised for this purpose. The skill certification of the person should match with the job(s) being performed by him/her at the site.

25. In case of breach of any specifications, as stipulated in detail under the Order/Contract and allied documents, <CLIENT NAME> shall have right either to reject the services or make deduction, partially or fully, during bill certification.

Before deducting amount <CLIENT NAME> will notify the reason and amount of deduction and upon receipt of the notice if vendor has any objection vendor shall intimate to <CLIENT NAME> of any observation immediately. The final deduction shall be the mutually agreed amount.

26. Vendors employing <>n Citizens for executing their work under<CLIENT NAME> Ltd. should comply with the following:

1. Vendor will ensure the enrolment of all the contractor workers under <> Schemes and annual renewal of the same through Banks.

2. The annual premium amount will be auto-debited from the Savings Account of contractor workers once a year on or before 31st May. 3.

Vendors will be responsible for reimbursing the premium amount deducted against <> enrolment/renewal to their workers and they will maintain necessary records.

4. Vendors must provide proof of enrolment under <> Schemes when requesting for gate pass (New/ Renewal) against this work order.

Plant : <>

General Instructions : Sales Tax in no case will be borne by the Co.

SA8000 (Social Accountability) Norms: It is mandatory for you as Contractor/ Transporter/ Supplier/ any other kind of service provider to <CLIENT NAME> to comply with SA 8000 norms as per the check list submitted by you to us. Non-compliance of the same, detected at any point of time may lead to cancellation of order or any other action or both as deemed fit by <CLIENT NAME>.

For <CLIENT NAME> Limited

Authorised Signatory