

# NAYARA ENERGY LIMITED

Formerly known as Essar Oil Limited

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI  
DWARKA, 361305 - INDIA

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<b>PO Number : 4300024990</b> <b>PO Created Date : 28-AUG-2019</b> <b>PO Release Date : 11-NOV-2019</b>	<b>WORK ORDER E-MAIL</b>	<b>Our RFQ No. : 6000097673</b> <b>Our Ref No. : Mittal J</b> <b>Dated :</b> <b>Your Offer No. : E-MAIL</b>
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Dated

15-JUN-2019

<b>Vendor Code - 207999</b> <b>Vendor Name &amp; Address :</b> A ONE SALASAR PRIVATE LIMITED  Link Road Bhandup (W) Mumbai, Maharashtra-400078 India Tel. No. 9136022771, Fax. No. E-Mail.: sales@aonesalasar.com GSTIN NO : 27AAOCA5506C1ZV Kind Attn.: Shalini Tripathi Mobile No. - 9136022771 <b>Vendor Code - 207999</b> <b>Invoicing Party Address :</b> A ONE SALASAR PRIVATE LIMITED  Link Road Bhandup (W) Mumbai Region : Maharashtra, Postal Code : 400078 Country : India Tel. No. 9136022771, Fax. No. E-Mail.: sales@aonesalasar.com HIMANSHU.JANKHARIYA@NAYARAENERGY.COM GSTIN NO 27AAOCA5506C1ZV Kind Attn.: Shalini Tripathi		Our GST Reg. No:  <b>GSTIN NO : 24AAACE0890P1ZF</b>	
		<b>Address for Communication :</b> NAYARA ENERGY LIMITED Procurement Dept. Refinery Site 39KM, Jamnagar-Okha Highway VADINAR-361305 GUJARAT-INDIA	
		<b>Contact Person for this PO :</b> <b>Buyer for this job:</b> Mittal Joshi <b>Email ID:</b> Mittal.Joshi@nayaraenergy.com <b>Mobile :</b> 9979868468  <b>Lead for this job:</b> Mr. Himanshu Jankhariya <b>Email ID:</b>  <b>Tel. No. :</b> + 91 2833 662982	
Mobile No.	9136022771		
<b>AMENDMENT</b>	<b>TEXT</b>	<b>NET ORDER VALUE</b>	<b>CREATED ON</b>
0	Original Purchase Order	200,000.00	28.08.2019
1	Time Extn. for WO	200,000.00	09.11.2020

**Period From 15-OCT-2019 To 31-JAN-2021**

**Currency: Indian Rupee**

Please arrange to perform the following services subject to your reference offer and mutually agreed terms and conditions mentioned below.

Service order will be awarded to M/s. A One salasar with validity of one year however, performance will be measured at first

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quarter & further continuation of services is subject to confirmation from M/s. Nayara Energy.

SR No.	Service/Mat Code Description	Unit	Quantity	Unit Rate	Amount
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00010	E Auction Charges				200,000.00
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The above item includes of following services:

10	701990	LS	4.000	50,000.00	200,000.00
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## Description: E AUCTION CHARGES FOR SCRAP SALES

Conducting auctions of scrap sales with End to End Process. Scope of work as per attached Annexure-I

### PRE AUCTION ACTIVITIES:-

- # Gets auction list from client.
- # Prepares Auction Catalogue for suitable auction date.
- # Asks for material specification & photographs as per requirement.
- # Gets Auction Catalogue approval from Client.
- # Uploads Pre Bid & Forward Auction on Website.
- # Starts Marketing: 1. SMS 2. Email 3. Calling
- # Arranging material Inspection of Customers.
- # Provide Market Trend & Buyers Feedback to Client.
- # Collection of EMD.

### B. DURING AUCTION ACTIVITIES

- # Provide Login Details to Client.
- # Provide Login Details to Bidder.
- # Explain Bidding process to bidders and providing demo auction file.
- # Inform Bidders for pre bid auctions & forward auctions.
- # Provides Pre Bid result to Client.
- # Gets Start Price from Client.
- # Monitoring Auctions.

### C. POST AUCTION ACTIVITIES

- # Prepares Auction Result & send it to Client
- # Takes follow-up for auction approval
- # After auction gets approved from client, provide Lot Confirmation Letter to bidders.
- # Ask bidders to deposit Security Deposit in the company.
- # Coordinate for opening Customer Code in the company.
- # Take follow-up from customers for Lot payment & timely lifting.
- # Handle Client & Customer query. (If any)

**ADD:Taxes:** CGST - 9.00 - % - 18000.00 . SGST - 9.00 - % - 18000.00 . = **36,000.00**

**Completion Date::** 31.01.2021

<b>Total Amount :</b>	<b>200,000.00</b>
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**ADD: Taxes and Other Charges:**

TAXES AND DUTIES	36,000.00
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<b>Grand Total Order Value</b> (Inclusive of Taxes,Duties and Other Charges)	<b>236,000.00</b>
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**Amount in Words:(TWO HUNDRED THIRTY-SIX THOUSAND Indian Rupee Only)**

Registered Office: Nayara Energy Limited,

Khambhalia Post, Post Box No. 24, Dist. Devbhumi Dwarka - 361305, Gujarat, India.

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## BILL TO PARTY

Nayara Energy Limited,  
Khambhalia, Dist. Devbhumi Dwarka, Vadinar  
Gujarat - 361305  
INDIA  
Tel No.: 02833-661444  
GSTIN NO 24AAACE0890P1ZF

## PLACE OF WORK:

## PAYMENT TERMS:

100% payment within 30 days as per KPI

## SPECIAL TERMS AND CONDITION:

SPECIAL TERMS & CONDITIONS

(NAYARA ENERGY LIMITED)

The following are the Special Terms & Conditions (STC) applicable to this Work Order which shall be read in conjunction with the General Terms & Conditions (GTC) of Work Order, along with the specifications, drawings and/or any other document forming part of this Work Order. In respect of matters not explicitly provided in STC, the provisions of GTC shall be applicable and in case of any contradiction between any part of this Work Order - GTC and STC, the provisions of STC shall prevail over the provisions of the GTC.

Contractor shall return the copy of this Work Order duly accepted without any deviations for further processing at the Company level. Failure to return this Work Order shall not in any way diminish or reduce the Contractor's responsibility for executing the services along with the terms and conditions required as per this Work Order.

## 1.0 ENGINEER IN CHARGE:

The Company has appointed Mr. Mradulkumar Garg-Mradul.Garg@nayaraenergy.com-7574801973 as Engineer-in-Charge (EIC) for execution of the Work involved herein. The Company reserves its right to change / appoint any other person as EIC as may be required from time to time for timely completion of the Work, with due intimation to the Contractor.

## 2.0 EXECUTION OF WORK: (In Case of Site Work)

2.01 The Contractor shall provide sufficient labor, staff (qualified and skilled), machinery, tools and equipment, material, consumables, utilities and things whatsoever necessary for the proper performance of the work and to ensure the rate of progress as envisaged in the Progress Schedule.

2.02 All the skilled persons employed by the Contractor (directly or through his sub-contractor) on the work shall be duly and adequately skilled in their respective trades, to the satisfaction of the EIC. Any person employed on the work found to be inadequately skilled or otherwise incompetent, shall be removed from the site and replaced by adequately skilled and competent persons by the Contractor without any cost & consequence to Nayara Energy Limited.

2.03 If, in the opinion of the EIC (the opinion of whom in this behalf shall be final), the work(s) at any job site as a whole is/are not meeting the progress necessary to achieve the relative date commencement or completion in the progress schedule, the EIC may instruct the Contractor to provide additional Labor, staff, machinery, tools, equipment, or material or things necessary to achieve the required progress and Contractor shall forthwith comply with instructions.

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2.04 Without prejudice to the Company rights under clause 2.03 and in addition or as an alternative thereto should the EIC at any stage (notwithstanding that the time for completion of the relative work or item of work as specified in the progress schedule has not expired) be of opinion (the opinion of the EIC in this behalf being final) that the performance of any work or item or work by the Contractor is unsatisfactory (whether in the rate of progress, the manner, quality or workmanship of the performance, or in the adherence to specifications, or in the omission, neglect or failure to do, perform, complete or finish any work or item, or for any other cause whatsoever), the EIC Shall be entitled (without prejudice to any other rights of the Company and/or obligations of the Contractor under the contract) at his discretion and the risk and cost (along with 10% penalty) of the Contractor appoint one or more sub-contractors for the satisfactory performance thereof or any part thereof, or may undertake the performance thereof, and the provisions of clause

2.03 hereof shall mutatis mutandis apply to any action taken by the EIC pursuant to this clause in the same manner as applicable to an action taken under the said clause.

2.05 If the amount incurred by the Company, on account of carrying out works under clause 2.03 & 2.04 above, is in excess of the amount due to the Contractor, the company shall be entitled to recover the same at the EIC's discretion, from any amount due to the Contractor from the Company under this or under any other contract, and any security Deposit(s) or bank Guarantee(s) of the Contractor.

2.06 The Contractor shall be held responsible for any damages/loss to the company or third party caused due to the negligence of Contractor or his workforce and in that case, the Contractor shall compensate the Company adequately against such losses which will be assessed and determined by EIC. The decision of the EIC in this regard shall be final and binding on the Contractor.

2.07 In the event of non-availability of consumable and other materials (under Company's scope), the Contractor shall arrange to procure and supply the same, only with prior written permission from EIC and the Contractor shall be entitled to charge the actual reasonable market cost of the same plus 10% (Ten percent) for all such supplies. The purchase should be done from a GST registered party only. The claim should be supported by the original of the cash memo with Company's gate entry stamped. Contractor will provide GST invoice for the material (wherever applicable) which is to be used in premises of Refinery, Vadinar Site. Contractor shall give declaration overleaf on the excise challan that the material has been received by him in Company's premises and will be used for Company under the said contract.

### 3.0 MODE OF MEASUREMENT:

Measurement of Work will be made on Unit of Measurement mentioned in the schedule of rates (SOR) and as per specification provided for the Work by EIC.

### 4.0 SCOPE OF WORK:

The scope of Work is as mentioned below.

Scope of Work for this job is to provide E Auction services for scrap sales (End to End process). Detailed scope of work is as mentioned below.

1. Preparation of Auction Catalogue alongwith all details & photographs
2. Gets Auction Catalogue approval from Nayara Energy
3. Uploading enquiry on Their Website.
4. Offer follow up through mail, phone, sms
5. Arranging material Inspection of Customers.
6. Provide Market Trend & Buyers Feedback to Nayara Energy
7. Take EMD from customers who have inspected material
8. Take bidding date confirmation from Nayara Energy as well as bidders
9. Take confirmation from bidders for start bid price, terms & conditions, auction date.
10. Provide Login Details to Nayara Energy & Bidders
11. Monitoring of Auctions

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12. Prepares Auction Result & send it to Nayara Energy for Acceptance/Rejection.
13. After auction gets approved from Nayara Energy, Provide Lot Confirmation Letter to bidders if required.
14. Ask bidders to deposit Security Deposit within time frame, in name of company
15. Takes follow-up for payment & timely disposal to finalized customer
16. Handle Client & Customer query.
17. No charges shall be payable to Agency (Auction Provider) for auction result rejection & quantity variance/lot cancellation after sale contract award.
18. Nayara Energy Ltd is not bound to award service order for E auction services to only one service agency.
19. For each scrap lot, minimum 5 buyers are required to be participated in E auction.
20. Scrap lot finalization time must not exceed 20 Working Days.

## 5.0 SCHEDULE OF RATES:

Applicability of rate is on lumpsum basis. i.e. INR 50,000/quarter.

Also, performance of M/s. A One Salasar will be reviewed after first quarter & further continuation of services will be subject to confirmation of M/s. Nayara Energy.

## 6.0 COMPANY'S SCOPE:(In case of site work)

Following shall be within Company's Scope

6.01 Issue of Work permit for carrying out the Work.

6.02 Providing Work & material specifications, Drawings etc.

6.03 Power & Water shall be provided free of cost and distribution of the same shall be in Contractor's scope as & when required.

6.04 Any consumables shall be issued by the Company as per the Work Order agreement.

## 7.0 CONTRACTOR'S SCOPE: (In case of site work)

The Following shall be within the scope of the Contractor

7.01 Attending Work as per schedule of rates. The Contractor shall perform the Work in accordance with the applicable International /Indian codes and practices.

7.02 Contractor shall make himself fully conversant with the locations and the type of Work to be carried out therein so that he clearly understands the scope of Work and assess the requirement of resources required to complete the Work in scheduled time. Contractor will decide the number of employees/ Workmen to be engaged for execution of the Work. He shall appoint skilled and qualified supervisors for effective supervision and control of the Work to be performed by him. The Contractor will give his written commitment about the number of his manpower of various categories to be deployed by him for smooth execution of the Work Order. In the case of absence or leave of any of the employee/Workmen, the Contractor shall engage substitute work force for satisfactory performance of the Work. The Contractor himself will be responsible to supervise, control & direct his Employees/ Workmen about the method, manner, quality and speed of the Work to be executed.

7.03 The Contractor shall, during the validity of this agreement, appoint his work force who are medically fit persons. All workmen deployed by the Contractor shall undergo periodical medical examination either through outside medical practitioner approved by Company OHC (Occupational health Centre) or at Company's OHC and the proof of the same shall be submitted to appropriate authority of Nayara Energy Ltd. Medical clearance / approval will be required to be taken from Company's Head-OHC on the basis of medical certificate given by the medical practitioner. All gate passes shall be renewed

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only after the clearance is given by Head-OHC. This medical check-up will be required at the commencement of Work under this Work Order and every six months thereafter for those who are working in plant area (ISBL) and every 12 months for persons working in other areas. All cost of medical fitness test including consultation fee will be borne by the Contractor.

7.04 The Contractor shall ensure that all his workforce shall be skilled/ semi-skilled, efficient and conversant with the nature of Work to be performed by them. Contractor shall provide adequate skill enhancement training to his employees /Workmen. The Contractor shall be solely responsible for lodging/boarding and transportation of his employees/ workmen unless otherwise explicitly stated in the work order.

7.05 The Contractor shall ensure proper performance, conduct and behavior of the Workforce engaged by him during the execution of the Work and he shall be responsible to review their performance, conduct etc. The Contractor may substitute his work force for better performance of the Work.

7.06 The Contractor shall prepare his own plan for execution of Work. For effective and efficient Work performance the Contractor may consult / take advice of EIC. The Contractor shall prepare work progress report in the prescribed format on monthly basis, as per requirement and shall be responsible to ensure the specified progress as per priority of the Work / time line by maintaining adequate resources for Work entrusted to him under the Work Order.

7.07 The Contractor shall carry out the Work as per the requirements and meet with all the standards and specifications. For timely completion of the work, contractor can ask for advice/ suggestions /verification from EIC as per the Work requirements. The Contractor will have to work at all heights and locations observing all applicable safety requirements.

7.08 The Contractor shall ensure that all the required lifting tools & tackles to be used by the Contractor are duly tested & certified by government authorized agency from time to time.

7.09 The Contractor shall arrange for collection of the material as per the requirement / requisition made by the EIC from the stores/ designated area including loading and unloading. Materials installed shall be strictly as per specification. In case the Contractor finds that there is a mismatch between the material actually required for the Work and the material issued, it will be the Contractor's duty to point out the discrepancy to ensure that proper material is installed.

7.10 The Contractor shall not carry out the Work without valid Work permit issued by the Company.

7.11 The Contractor shall have valid Insurance policy in respect of his equipment and vehicles and such relevant documents will have to be submitted to the Company.

7.12 The Contractor shall ensure that all his workforce while working in Company comply with Company rules and regulations regarding Health, safety, environment & security. The Contractor will be solely responsible for any default on the part of his workmen.

7.13 The Contractor shall provide approved safety appliances to his workforce at his cost. The Contractor shall ensure that workforce engaged by him adheres to all the safety norms / safety codes while on duty as per provisions under 16.0 related to Safety Codes.

7.14 The Contractor shall maintain proper record of his own tools & tackles, equipment, Instruments, machinery (with proper gate entry) and as well as that of such other items issued to him from the Company's stores and shall provide access to EIC for its inspection as & when required. The Contractor shall be solely responsible for storage and security of his tools/ equipment & machinery.

7.15 Reconciliation of free issue material (by the Company) as per format issued by EIC and consumption / wastage norms will be as decided by EIC. Free issue material consumption statement to be submitted to EIC as stipulated. Such reconciliation shall also be done at the end of the year or completion of Work as per instruction of EIC.



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7.16 The Contractor shall arrange vehicle for internal transportation of his workforce and material only by Company approved means of conveyance as per security & HSEF guidelines.

## 8.0 SECURITY DEPOSIT:

Not Applicable

## 9.0 RELEASE OF SECURITY DEPOSIT:

Not Applicable

## 10.0 PRICE ESCALATION:

The prices mentioned in this Work Order shall not be subjected to escalation or increase on any account whatsoever. No escalation / overrun compensation shall be paid for extended duration of Work Order.

## 11.0 LIQUIDATED DAMAGES:

Not Agreed.

## 12.0 PENALTY:(In case of site work)

12.01. All workforce deployed by the Contractor shall strictly adhere to the rules and regulations of the Company (Procedure for Disciplinary Action - NAYA-MGT-HSEF-SFTY-14) w.r.t. Safety, Environment, health, discipline, security etc. Any deviation in any of aforementioned area will attract a penalty of Rs.500 (or as decided by EIC) per instance, without affecting other liabilities of Contractor that may arise from such deviation. Any such deviation will also amount to improper conduct on the part of Contractor and may call for substitution of the workmen/ employee concerned. The details of the applicable procedures are given here for ready reference.

In case of violations by contractor workmen, the Contractor (company) shall be penalized, not the individual workman. They shall be given an oral counseling on the spot and instructed in adopting safe work practices. Their Engineer-in-charge shall be notified for any disciplinary action. Penalization shall be through Commercial/ Contracts Department.

Disciplinary Actions for Other Safety Violations by Contractors  
VIOLATION---Disciplinary Action---Suggested Penalty

First Violation---Oral Reprimand---Correction & Spot Training.

Second Violation---Counseling through---Reporting Department. Written Warning through Mail (to Contractor through Reporting Department).

Correction & Training: Awareness Training, Behavior-based Safety and Competency/ Skills Training should be given.---Rs. 500/-

Third Violation---Written Warning to be given to Contractor.---Classroom Training, if required.---Rs. 1,000/-

Repetitive Violations/ Serious Offense Written Warning to be given to Contractor.---Specific violator shall be restricted from work, if the violations were made by the same person.

The Warning Note should be filed for inclusion in Performance Evaluation to be recorded in the Commercial Dept. records of Contractor. Contract to be revalidated for cancellation.

Information to HR, HOD, Lead (Safety & PSM), Head Commercial.---Rs. 10,000/-

Intentional Damage/ Sabotage---Blacklisting---Cancellation of Contract through Commercial/ Contracts Dept.---Information to HR, HOD, Lead (Safety & PSM), Head Commercial.---Rs. 25,000/-

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## Disciplinary Actions for Life Saving Rules Violations by Contractors

### VIOLATION---Disciplinary Action---Suggested Penalty

First Violation---Counseling through Reporting Department.---Written Warning through Mail (to Contractor through Reporting Department).---Correction & Training: Awareness Training, Behavior-based Safety and Competency/ Skills Training should be given. Rs 1000/-

Second Violation---Written Warning to be given to Contractor.---Classroom Training, if required.---Training based on Identification of Classroom Training Needs.---Rs. 5000/-

Third Violation---Written Warning to be given to Contractor.---The specific violator shall be restricted from work, if the violations were made by the same person.---The Warning Note should be filed for inclusion in Performance Evaluation to be recorded in the Commercial Dept. records of Contractor. Contract to be revalidated for cancellation.

Information to HR, HOD, Lead (Safety & PSM), Head Commercial.---Rs. 25,000/-

Further Violation/ Intentional Damage/ Sabotage---Blacklisting.---Cancellation of Contract through Commercial/ Contracts Dept.---Information to HR, HOD, Lead (Safety & PSM), Head Commercial.---Rs. 50,000/-

Note: The penalties should normally depend on the level of risk. Such penalties shall not be higher than the expenses anticipated in compensating the losses due to the accident.

### Validity for Disciplinary Action

The duration for which the warning will remain effective for record of disciplinary offences, which in most cases will be as follows:

First Violation - [6 months]

Second Violation - [12 months]

Third Violation - [18 months]

Fourth Violation - [24 months]

Any verbal warning or a written warning issued to an individual will be reported in Disciplinary action portal. If the person who has been issued any type of warning, further commits any acts of violation before the expiry date of the earlier issued warning, it will be taken into account in deciding on the disciplinary action for the subsequent offence.

For detailed knowledge of this procedure Contractor should get a copy from EIC and educate to all his workmen/ employees about the Company policy on Disciplinary actions.

12.02. In case of non fulfilment of terms & conditions as stipulated in Work Order and or non-compliance of statutory obligation(s), Company will deduct the appropriate amount as penalty out of the bills submitted by the Contractor. The decision in this regards taken by the Company will be final and binding on the Contractor and no discussion/ correspondence shall be entertained in this regard.

12.03. In case, Contractor fails to deploy the required resources, affecting the progress/ quality of Work, Contractor shall be levied an appropriate penalty per instance as may be decided by Company considering the nature of work and urgency, without affecting other liabilities of Contractor that may arise from such deviation.

### 13.0 DEFECT LIABILITY PERIOD/ PERFORMANCE GUARANTEE:

Defect liability period for the Work (including the materials incorporated therein within the Contractor's scope of supply) shall unless otherwise specified be 6(six) months from the date of completion/ Mechanical completion stated in the completion certificate.

### 14.0 PAYMENT TERMS:

Contractor shall raise invoice after each quarter. Service charges to be certified & paid on actual realization value. Due



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payment shall be paid within 30 days from the date of receipt of bill by Engineer In Charge and upon completion of 100 % material lifting. Bills duly certified by Engineer In charge shall be sent to accounts department & payment shall be released by accounts department after deduction of applicable taxes/duties/levies.

NOTE - "Nayara Energy Limited is a separate Legal Entity incorporated under the Companies Act, 1956 and it is no more part of Essar Group.

The terms and conditions mentioned in this Work Order is solely of Nayara Energy Limited and is part of mutual agreement between Nayara Energy Limited and the Contractor. Execution of this Work Order shall not be linked with any issues/disputes between Contractor and other Essar Group companies.

## 14.01 Payment Enquiry:

Any issues related to payments shall be addressed to accounts department in attention to Accounts (with a copy to buyer). Email: p2p@nayaraenergy.com

## 15.0 TAXES AND DUTIES:

The rates given in the Work Order are inclusive of all taxes, levies, duties & cess paid/ payable in execution of the contract. Any variation during the Work Order period as promulgated by Govt. shall be adjusted on either side on scrutiny of proof of payment. However, increase in taxes, levies, duties & cess for Work executed beyond the Work Order duration will not be applicable. GST shall be payable subject to registration and invoice as per the prescribed format. TDS shall be deducted as per IT rules of Govt. of India.

Annual Rate contract (ARC):

The total Annual Rate contract value given in the Annual Rate contract is exclusive of Goods & Services tax (GST), other levies/ duties paid/ payable in execution of the contract.

## 16.0 SAFETY CODE: (In case of site work)

Contractor shall be solely responsible for strictly following all the laws, Industrial laws and such other laws which are applicable from time to time including but not limited to the notifications, amendments or additions which are made to these laws during the period of contract. The Contractor shall be responsible for the various levies of State Government / Central Govt. or any statutory body. The contractor shall have to at his own expenses, comply with the Safety laws and keep the company indemnified in respect thereof.

16.01 The contractor shall provide Safety Appliances / Articles Equipment at his own cost to his work force.

16.02-A Contractor must follow the below mentioned safety procedures as per the nature of job, while working in Refinery complex.

Sr No	Name of Procedure	Procedure No.
1.	Basic Safety Rules	
2.	Procedure For Work Permit System (NAYA-MGT-DP-HSF-SFTY-301)	
3.	Procedure For TBRA (NAYA -MGT-DP-HSF-SFTY-316)	
4.	Procedure For Scaffolding, Ladders (NAYA -MGT-DP-HSF-SFTY-314)	
5.	Hydrogen Sulphide Handling (NAYA -MGT-DP-HSF-SFTY-321)	
6.	Procedure For Incident Investigation And Reporting System (NAYA -MGT-DP-HSF-SFTY-307)	
7.	Procedure For Employee Participation In Safety Culture (NAYA -MGT-DP-HSF-SFTY-103)	
8.	Procedure For Personal Protective Equipment (NAYA -MGT-DP-HSF-SFT-302)	
9.	Safety Guidelines For Vehicle Engine Driven Equipment	

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(NAYA -MGT-HSF-SFTY-342)

10. Procedure For Electrical Safety (NAYA -MGT-DP-HSF-SFTY-331)

11. Procedure For Traffic Safety (NAYA -MGT-DP-HSF-SFTY-310)

12. Emergency Response and Disaster Management Plan (ERDMP)

(NAYA -MGT-DP-HSF-FIRE-001)

13. Procedure For Disciplinary Action (NAYA -MGT-DP-HSF-ERIMS-013)

14. Contractors Safety Mgt. Procedure (NAYA -MGT-DP-HSF SFTY 104)

15. Procedure Of Training Guidelines (NAYA -MGT-DP-HSF SFTY 109)

16. Procedure For Lock Out & Tag Out (NAYA /MGT/DP/HSF/SFTY/315)

17. SSO Procedure (NAYA -MGT-DP-HSF SFTY 343)

18. Guideline For Barricading And Restricted Access (NAYA -MGT-DP-HSF-SFTY 312)

19. Guidelines For Safety Signs & Color Coding At Workplace (NAYA -MGT-DP-HSF-SFTY 312)

16.02-B The contractor shall provide safety PPE's to all his workers having following quality standards:

Safety Helmet (White) - Made from chemical resistant HDPE thermoplastic. Designed for easy to clip on face and ear protective gear with fully adjustable type head band, sweat band and nylon chin strap. Approvals: IS 2925 approved.

Safety spectacles ( Clear ) - Optical class I - distortion free, zero power clear lens, 100 % poly carbonate lens and 100% UV protection, Scratch resistant, curved lenses provides 180 degree vision with 4 point adjustable temples pillow soft nose buds provides anti slip firm. Approvals: CE certified / meets or exceeds ANSI Z 87. 1 and / or EN 166 standards.

Safety Gloves - cotton knitted 10 inch - Made from 100 % cotton fine yarn with 2 ply thread, suitable for general purpose, equipment and material handling and packing purpose. Knitting - interlock sewing - lint free. Grip pattern: V type, weight - min. 70 grams, size - 10 inch, Approvals: CE.

Safety Shoes with steel toe - Made from fine genuine leather with approx. 2 mm thickness - light weight. Steel toe cap - alloy toe provides complete toe protection, Sole - poly urethane, antistatic as well as oil, water, acid, alcohol and abrasion resistant, the shoes are given anti-bacterial and anti-fungal treatment, non-woven inner lining, absorbs sweat to keep feet, odor free and cool. Average life - 24 months, Approvals: EN - 345 [steel toe] and IS 15298: 2002 [Part I and II] along with BIS, DGMS / FDDI (India) and CLI in India.

Ear plug - soft rubber - regular - Made from medical grade soft silicon rubber / hypoallergenic material, smooth surface, washable and reusable universal size, tapered shape, easily inserted into the ear canal and gives comfortable, consistent and protection, Min. triple flange design ensures acoustic seal, with a cord that drapes easily without twisting or binding and allows free movement. Minimum NRR - 24 db, Approval: EN 352 - 2 / ANSI S3. 19 - 1974.

Goggles - Safety - Chemical Splash proof - Optical class I - distortion free, zero power clear lens 100 % poly carbonate lens - Scratch resistant, Filters out 99% of harmful UV radiation, protects against chemical splash and dusts, soft vinyl goggle, body conforms to facial contours with full side and brow protection, fully adjustable elastic band, fits over most prescription lens, Approvals: CE certified / meet or exceed ANSI Z 87. 1 and / or EN 166 standards.

Gloves - complete leather and welder gloves - Natural cow grain leather palm, Split leather thumb and back for wrist protection with better puncture resistant, Cut and abrasion resistant, Protects from sparks and splashes, Split cuff length - min. 15 cm, Applications - Combined Welder gloves For handling of welding and hot components, Approvals and Certification : Confirms to EN: 388 - CE certified.

Gloves - PVC supported for acid and alkaline protection - Double dipped fully coated PVC gloves, Shelf life - min. 3 years Provides better protection against acids and base in addition to oil and chemical resistance. Non allergic with cotton flock lined for extra comfort and sweat absorption, Non slipper pattern embossed for good grip in wet and dry condition, Size: min. 30 cm / 12 inch, Certification: CE certified.

Dust Respirator - Disposable - Non-woven type micro-fiber filter material, capable of filtering 0.3 micron size particulates

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with more than 90% efficiency, offers low breathing resistant, foldable type, fits comfortably on the face, elastic head band ensure constant good face seal, CLI tested, FFP-2 & FFP-3 type and equivalent.

Face shield - transparent - contain transparent visor and face shield assemblies. Visor - transparent polycarbonate - meets ANSI Z87. 1 standard. Permitting three dimensional distortion free vision, Easy to fit / fix with the face shield assembly, Resistant to UV radiation, scratch, penetration, impact, chemical, cold and heat. Face shield assembly - lightweight with flexible headbands that adjust to head sizes - with Ratchet suspension. Ratchet head gear - adjustable for fit and comfort.

Ear Plug - uncorded - disposable - Made from nonirritant soft foam base hypoallergenic material - smooth surface, universal size, tapered shape, smooth surface fits into all Ear canals and gives comfortable consistent and protection. SNR / NRR - min. 30 Db, Approval: EN 352-2 / ANSI S3. 19 - 1974.

Full body harness - Regular - Full body harness Non slip type adjustable shoulder/chest and waist/sit & leg straps different in colour and resistant to chemical, weld spatter and other high heat applications. Harness is provided with smooth finished polished steel buckles on thighs and shoulders for size adjustment. Polyamide webbing with one dorsal attachment D ring for fall arrest, confirming to EN 361 - CE certified. Lifeline / Rope - 12 mm dia three strand polyamide rope along with a strand which indicate degradation of material, min. 2 m length - confirming to EN 354 - CE certified. with abrasion resistance, thimbles provided within loop at ends, the ends are equipped with auto closing and auto locking type smooth finished polished, steel snap hook with an opening of 18 mm - confirming to EN 362 - CE certified. Rope ends splices and covered with Polyethylene protective, Approval: EN approval - CE certified / ANSI approval / meets or exceeds BIS3521. Full Body Harness shall be replaced if it exceeds three years from the manufacturing date. (Valid only for three years from the date of manufacturing).

Vendors for above PPE's - Anmol, Unisafe, Sure safety, 3M India, Atlas, Udyogi, Team Maintenance Specialities, Joseph Leslie & Karam.

## 16.03 Other terms and conditions related to Safety compliances

### 16.03.01 Safety Officers/ Supervisors

If there are 20 and more contract workmen then at least one safety officer need to be deployed by the Contractor. Requirement for Provision of safety officer is as mentioned below.

1. Contractor must deploy qualified and experience safety officer as per below mentioned criteria.
2. Safety officer must be graduate, 01 year safety diploma course and have 02 years of relevant experience as a safety officer.

Contract Manpower--Nos. of Safety supervisor/officer required at site.

Up to 20 The Job Supervisor shall also act as safety supervisor after training and validation by Safety Department. He shall take care of all safety requirements during execution of jobs.

20 to 50	01 Safety Officer
51 to 100	02 Safety Officer
101 to 150	03 Safety Officer
151 to 200	04 Safety Officer and then 01 additional safety officer
with increment of every 50 person	

Contractor & his supervisor shall attend monthly Contractor Safety Committee meeting on regular basis.

### 16.03.02 Medical examination

All workmen deployed by the Contractor must be medically examined & certified for fitness. Pre & periodical medical test

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is compulsory as per clause no. 7.03.

## 16.03.03 Training

Contractor shall ensure Induction training for all contract workmen deployed under his contract. One day OISD training is compulsory for all contractors' safety officer/ supervisor & the same should be done within two months of joining. Refresher training to be done after 2 years.

Contractor shall ensure that all his workmen are trained in basic safety and firefighting training within a week of joining. Records for all the training of his workmen shall be maintained with action plan.

Tool Box Talk must be given before start of all the job & records to be maintained.

Safety Management Training Status Card should be made available with all the contract workmen and maintained for monitoring of training programs.

## 16.03.04 Transportation & Traffic

No pedestrian movement is allowed inside the refinery. The Contractor should provide transport facility from gate to work location. Contractor should ensure that all vehicles have valid gate passes, valid RTO registration, insurance and other, documents as may be required and available in the vehicle itself. Valid vehicle fitness certificate shall be made available in the vehicle after certification from EIC.

The Contractor has to ensure that the driver of the vehicle is having valid driving license and the traffic rules are being followed by the driver.

## 16.03.05 Safety Committee meeting

If there are 20 or more contract workmen then Contractor has to organize one safety committee meeting for his own contract workmen on monthly basis.

## 16.03.06 Safety Performance Report

Contractor has to submit monthly safety performance report to EIC. The same report is to be submitted to safety department before 5th day of every month.

## 16.03.07 Contractor ('s) Safety audit

All the ARC Contractors shall be audited once in a year as per schedule.

Note: For more details Contractor is requested to contact the Safety Department Mr. Mahesh Savaliya (+ 91 9099067815)

## 17.0 LABOUR LAWS & REGULATIONS: (In case of site work)

The Contractor shall comply with and ensure strict compliance by his/ its sub-contractors of all applicable laws, rules or regulations, notifications having the force of law affecting the relationship of employer and employee between the Contractor/sub- contractors and their respective employees and or/otherwise concerning labour, social welfare and provident fund, pension, bonus, gratuity and other benefits to their employees. Without prejudice to the generality of this provision, the Contractor shall comply with and ensure that his sub- contractors and other agencies comply with the provisions of all the labour laws and rules framed thereunder including the amendments made from time to time & submit the certified copies of the records every month to the IR department of Nayara Energy Ltd. as a proof of compliance. Any violation shall constitute a ground for termination of the Work Order.

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An illustrative list of applicable Acts, notifications, rules etc. in connection with the labour are mentioned below. This list is not in any way exhaustive and shall not absolve the Contractor from any of his liabilities or responsibilities in compliance with any other laws, regulations, notifications that may be in force during the tenure of the Contract.

The Contract Labor (Regulation & Abolition) Act, 1970 and Rules:-

The contractor shall abide by all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.

1) The Factories Act, 1948:

Ensure the compliances with all the provisions of the Factories Act 1948, and the rules as applicable to the project site, including the amendments from the time to time.

2) The Payment of Wages Act, 1936 & the Rules there under:

Ensure the compliance with all the provisions of the Payment of Wages Act, 1936 and the Rules there under, including the amendments thereof from time to time.

3) The Minimum Wages Act, 1948 and Rules there under:

Ensure the compliance with all the provisions of the Minimum Wages Act 1948 and the Rules there under, including the amendments thereof from time to time.

4) The Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996

Ensure the compliances with all the provisions of the Building & Other Construction Workers Act (BOCW) Act).

5) Building and Other Construction Workers Welfare Cess Act, 1996:

Ensure the compliances with all the provisions of the Building & Other Construction

Workers Welfare Cess Act, 1996 and shall make payment of the Welfare Cess payable under this Act, as assessed by the assessing officer of the area on the work executed by the Contractor and shall submit the certified copies of the records from time to time as proof of compliance of the provisions of this law.

6) The Child Labor (Prohibition & Regulation) Act, 1986:

Ensure the compliances with all the provisions of the Child Labour (Prohibition & Regulation) Act 1986.

7) Inter -State Migrant Workmen (Regulation of Employment) Act 1979:

Ensure the compliances with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment Act) 1979 and the Rules there under, for the employees engaged under this contract and submit certified copies of the records as proof of compliance the provisions of this law.

8) The Employee's Compensation Act, 1923:

Ensure the compliances with all the provisions of the Act.

9) The Employees' State Insurance Act, 1948 (if applicable):

Ensure compliance with the provisions of the Employees' State Insurance Act 1948 and the Rules made there under, for all the employees engaged by the contractor and his sub- contractors and submit certified copies of the records as proof of compliance of the provisions of this law.

10) The Employees' Provident Fund & Miscellaneous Provisions Act, 1952:

Ensure compliance with all the provisions of the Provident Fund & Miscellaneous Provisions Act 1952 and the Rules made there under.

11) To comply with all the provisions of Equal Remuneration Act, 1976

12) To comply with all the provisions of Industrial Disputes Act, 1947

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13) To comply with all the provisions of Bonded Labour System (Abolition Act), 1976

14) To comply with all the provisions of The Labour Laws exemption from furnishing

15) To comply with any other local act or State legislation applicable at the refinery site

Contractor shall be solely responsible for strictly following all the labour laws and such other laws which may become applicable & amendments from time to time. The Contractor shall be responsible for the payment of all levies, taxes, duties, fee & Cess of State Government / Central Govt. or any statutory body as applicable from time to time in this regard.

Contractor(s) shall ensure the compliance with provisions of any/all other Labour Laws at their cost, which may be applicable to their employees under this WO, whether specified or not in this WO.

## 17.01 COMMENCEMENT OF CONTRACT WORK:

Every contractor should submit following documents before commencement of the work:

- Copy of LOI / Work Order
- Copy of Provident Fund Code Allotment Letter.
- Copy of Form VA (Return of ownership) under EPF (MP) Act, 1952
- Copy of Employees State Insurance Corporation Code Allotment Letter (if applicable).
- Copy of Employees' Compensation Insurance Policy covering all workers working at site and timely renewal of the policy from time to time.
- Personal Details of the contractor in the prescribed format.
- Indemnity Bond on non - judicial stamp paper of Rs 100/- duly notarized.
- Obtain Labour License and submit a copy of the same to IR department and renew it when due.
- Authorisation Letter/ Power of Attorney
- PAN CARD (in Company's name or owners' name as the case maybe)
- Company Registration Certificate, MOA or Registration under Shops & Commercial Establishments Act.
- Copy of Partnership deed
- Copy of previous two months PF remittance details
- Copy of previous two months ESI remittance details (if applicable)

17.02 The Contractor (including sub-contractor) shall ensure that wages of their workmen are paid only through Bank and relevant evidence confirming bank transaction is submitted to EIC who shall forward it to IR department of Nayara Energy Ltd. along with other monthly statutory records. The wages shall be paid on or before 7th of every month in case number of workmen are less than 1000, and before the expiry of 10th if the number of workmen exceed 1000.

17.03 The Contractor and his Sub- Contractors shall be liable to make all due payments to all their employees and ensure compliance with labour laws. If the Company, is held liable as 'Principal Employer' or otherwise to incur any expenditure or to make any contributions under any legislation of the Government or Court decision, in respect of the employees of the Contractor or his Sub- Contractors, the Company shall deduct the same from any amount due to the Contractor including his Bank Guarantee, Security Deposit, under the Contract.

17.04 When employment of any worker / employee is terminated by or on behalf of the Contractor or any worker / employee leaves the employment the wages earned by him and other dues shall be paid before expiry of the second working day from the date on which he ceases to be in employment and records shall be submitted to EIC / IR department.

17.05 All amounts payable to an employee as wages shall, if such amounts could not or cannot be paid on account of his death before payment or on account of his whereabouts not being known- (a) to be paid to the person nominated by him in this behalf; or where no such nomination has been made or where for any reasons such amounts cannot be paid to the person so nominated, be deposited with the Factory Inspector.



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17.06 Payment of wages and all other dues when work is completed shall be made within 48 hours of the completion of the work and records shall be submitted to EIC / IR department.

17.07 The Contractor and his Sub- Contractors shall obtain all the necessary registration, licenses, permits, authorizations etc. required under various enactments/ Regulations enforced from time to time, and the Company shall not be liable for any violation by the Contractor in this regard.

17.08 The Contractor shall display and correctly maintain and continue to display and maintain in a clean and legible condition in conspicuous places on their work site, In English and in the language spoken by majority of workmen, mentioning the rate of wages, hours of work, weekly rest day and name, address and telephone number of the Inspecting Officer and also the abstracts of the Acts.

17.09 The Contractor shall maintain for its and its sub- contractor's workmen/ employees all registers under the various Labour Laws in the prescribed Forms. All the records, registers and half yearly & Annual Returns shall be preserved for a period of three months. Few of the registers to be maintained are mentioned below. However, this is only an illustrative list and not an exhaustive list.

## Contract Labour (R & A) Act 1970

Sr. no Forms	Particulars	Frequency
1) Form A	--- Employee Register	--- At the time of Employment
2) Form XII	--- Employment card	--- At the time of employment of each contract employee
3) Form B	Wage Register	Monthly
4) Form C	Register of Loan/Recoveries	Monthly
5) Form D	Attendance Register	Monthly
6) Form XIX	Wage Slip	Monthly
7) Form VIII	Service Certificate	To be issued at the time of separation of contract employee

## Equal Remuneration Act 1976

Sr. no Forms	Particulars	Frequency
1) Form D---	Equal Remuneration --- Monthly	

## Factories Act 1948

Sr. no.	Forms Particulars	Frequency
1) Form XIV	---Adult Register --- At the time of Employment	
2) Form XVIII	---Register of Leave with Wages	Monthly
3) Form XIX	-- Leave Card --- Monthly	

## Payment of Bonus act 1965

Sr. no.	Forms Particulars	Frequency
1) Form C	Bonus Act	Annual
2) Form D	Bonus Act	On or before 1st February every year (Annual)

## EPF (M & P) Act 1952

Sr. no.	Forms Particulars	Frequency
1) Form II	Nomination Form	At the time of Employment
2) PF remittance related	PF Challan	Monthly
3) -	PF Acknowledgement slip	Monthly
4) -	PF ECR	Monthly

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5) - PF Remittance Confirmation Slip (TRRN) Monthly

## Bank Details

Sr. no.	Forms Particulars	Frequency
1) -	Bank	All payments should be made through Bank only & Bank transaction details to be submitted Monthly.

17.10 The Contractor shall file all the half yearly & Annual Returns under various Labour Laws in the prescribed Forms and on the due dates as specified in the respective Act and shall submit to IR department a copy of the same duly acknowledged by the Inspecting authority. Few of the registers to be maintained are maintained below. However, this is only an illustrative list and not an exhaustive list.

Sr. no.	Name of Return	Name of Act	Form	When	Where
1)	Notice of commencement/completion of contract work	Contract Labour (R & A), Act, 1970	VII	Within 15 days of commencement/completion of contract work	Licensing Officer, Rajkot.
2)	Unified Annual Return	Contract Labour (R & A), Act, 1970	XIV	On or before 30th January	Online on Shram Suvidha Portal
3)	Quarterly Return	Employment Exchanges (CNV) Act, 1959	ER-1	At the end of each quarter	Assistant Director (Employment)
4)	Annual Return	Minimum Wages Act, 1948	III	On or before 30th January	ALC, Rajkot
5)	Annual Return	Payment of Bonus Act, 1965	New Unified Annual Return Form D	On or before 1st day of February	Website of the Ministry of Labour & Employment & also may be filed before the Inspector under the Act.
6)	Half Yearly	Gujarat Labour Welfare Fund	A1	15th July & 15th January	Welfare Commissioner, Gujarat Welfare Board, Ahmadabad.
7)	Report of serious bodily injury	EC Act, 1923	EE	Within 7 days of accident	ALC/WC Commissioner

17.11 Nothing in the Work order stated shall anywise constitute any workman/ employee of the Contractor or any sub-contractor as or to be a workman/ employee of the Company, or place obligation or liability in respect of any such workman/ employee upon the Company.

17.12 In case of any breach, non - fulfillment and /or non - observance by the Contractor and /or his/its sub- contractors of any of the provisions or requirements of any of the Labour Laws, rules and regulations and /or inaccuracy of any of the returns or statements furnished by the Contractor and /or his/its sub- contractors with respect to which the Company as the principal employer or otherwise can have a liability, the Company shall be entitled to deduct from the Bills and any amounts due or becoming due to the Contractor under this or other WO(s) with the Contractor any sum(s) required estimated to be required, in its judgment which shall be final and binding on the Contractor, for making good or compensating for the liability or possible liability of the Company by reason of the said breach, non - fulfillment or non- observance and /or inaccuracy aforesaid.

17.13 The Contractor and his sub - contractor(s) shall indemnify and keep indemnified Company from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions hereof and /or against any claim, action or demand by any workman/ employee of the Contractor or any sub- contractor and /or from any liability anywise to any sub- contractor under any law, rules or regulation having the force of law including (but not limited to) claims against the Company under the Employees Compensation Act, 1923, The Employee Provident Fund (M&P) Act, 1952, the Employees State Insurance Act, 1948 and /or the Contract Labour (Abolition & Regulation) Act, 1970 by executing an Indemnity Bond in respect of all his obligations under the various statutes for the complete period of the contract as well as also against any liability arising out of non- compliance made by the contractor including his sub-contractors even after the completion of the work.

The Bidder/vendor/Vendor hereby agrees to indemnify, defend, protect and hold harmless NAYARA ENERGY LIMITED and its employees, officers and directors, from and against, and assumes liability for:

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Any injury, loss or damage to any Person, tangible property or facilities of any Person (including reasonable attorney fees and costs) to the extent arising out of or resulting from the gross negligence or wilful misconduct of the Bidder/vendor, its officers, employees, servants, affiliates, agents, licensees, invitees arising out of or in connection with the performance by the Bidder/vendor of its obligations, representations and warranties under the Contract.

Any claims, liabilities or damages arising out of any violation by the Bidder/vendor of any regulation, rule, statute or court order of any statutory or Governmental Authority in connection with the performance by the Bidder/Vendor of its obligations under the Contract.

17.14 The contractor shall ensure that their workmen/ supervisors shall not move to other places other than their work premises without proper permission/ authorization.

17.15 The contractor shall ensure verification of antecedents of its workmen/ supervisors from Police before they are engaged by him. No person with adverse antecedent shall be employed by the contractor. The contractor shall be held responsible for all the acts carried out by his workmen/supervisors.

17.16 Working under the influence of alcohol/ narcotics and entering refinery premises while under the influence of alcohol/ narcotics is strictly forbidden. The contractor shall ensure strict compliance of above by him and his workmen/ supervisors.

17.17 Neither the Contractor nor any of the sub- contractor shall employ persons below the age of 20 years.

17.18 The Contractor shall provide all welfare amenities to his workforce as per the applicable labour laws, specifically factories act and contract labour act.

17.19 The invoices of the Contractor submitted to Company shall be accompanied with documentary evidence of payment of wages and other dues in respect of his Workforce & also complied with the provisions of EPF (MP) Act, failing which, the payment of the invoices will be put on hold until such compliances are completed by the contractor and approved by EIC /authorised representative.

17.20 The Contractor shall provide uniform to his workmen which should be different from that of Company's employees. The uniform shall have logo of the Contractor.

17.21 The Contractor shall obtain all the registration(s)/ permission(s)/License(s) which are/may be required under any of the labour or other legislations.

17.22 The Contractor must give to his Workforce a weekly off as admissible.

17.23 The Contractor shall pay overtime wages as per the provisions of the factories Act 1948 for any work done beyond the normal working hours. Normal working hours are 9 hours a day inclusive of lunch interval.

17.24 The Contractor shall ensure the following three national holidays to his workmen:

- o 26th January
- o 15th August
- o 2nd October

All the above three days must be granted as paid holidays by the Contractor.

17.25 The Contractor shall obtain a valid labour License and renew /amend it from time to time & shall submit the proof thereof to EIC & IR department of the Company.

17.26 In Case the number of workers deployed by the Contractor in the premises of Company exceeds the number of

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Workforce allowed in the licenses, the Contractor shall immediately apply for amendment in the license & shall submit the proof thereof to EIC & IR department of the Company.

17.27 The Contractor shall keep and maintain all records as are required under the various labour laws in the prescribed forms and shall furnish all records, returns to the Company periodically as well as on demand.

17.28 The Contractor shall not engage any third party (sub-contractor(s)) without a specific permission in writing from Company and wherever so permitted, he will furnish an indemnity bond indemnifying the Company from any actions of his sub-Contractor(s) which may be involving extra financial liabilities / claims of what so ever nature. The Contractor shall give an undertaking that he is primarily responsible for non - fulfilment of provisions of the applicable Labour Laws and as amended from time to time. The contractor shall also ensure the compliance under the employees' compensation act as well as PF compliance by depositing contribution in PF code of the Contractor or sub -contractor for the workmen engaged by his sub-contractor

17.29 Liabilities for sub - contractors' - Without prejudice to any other liabilities or obligations of the Contractor relative to sub - contractors in terms hereof and otherwise, the Contractor shall require every sub- contractor to whom any portion of the work to be performed under the contract has been sub -contracted, to comply with the provisions of the Contract in so far as applicable to each sub- contractor, and the Contractor shall hold the Company harmless and indemnified from any and against all penalties, actions ,claims and demands and , cost, charges and expenses whatsoever arising out of or in connection with any failure of the Contractor or sub- contractor(s) to make full and proper compliance with any of the terms & conditions of the Contract.

17.30 In case of an accident medical treatment for Contractor workmen/ employees will be entirely the responsibility of the Contractor.

17.31 The contractor shall obtain a suitable WC policy including provision for mediclaim and renew it from time to time. In case of increase in the number of workmen/ employees' covered under the Policy or an increase in wages subsequent to insurance, Contractor shall obtain endorsement by the Insurance Company by payment of necessary additional premium. Copy of the Policy, shall be submitted to IR department.

17.32 Provision of Penalty -Violation of statutory and Nayara Energy Ltd. rules & regulations by the contractor or its sub -contractor(s) will lead to imposition of penalty by the officials of Nayara Energy Ltd. The amount of penalty for particular violation are mentioned below -

Sr. No.---Nature of Violation---Penalty to Contractor (Rs.)

- 1) Working without gate pass--- 2,000/-,
- 2) Not submitting gate pass after completion of work --- 500/- per pass,
- 3) Not submitting gate pass on cessation of a worker ---500/- per pass
- 4) Working in different area other than mentioned in gate pass without valid permission - 1,000/-
- 5) Loss of gate pass - 500/- per pass
- 6) Submitting wrong documents/ fraud 5000 + termination of contract
- 7) No payment of wages on or before 10th of every month---10/ day/labour
- 8) No payment of PF/ ESIC as per the respective law---500/- per day

Note: For more details Contractor are requested to contact the IR Department,

Mr. Vinay Kumar Singh, (M)7434854590, E-mail - Vinaykumar.Singh@nayaraenergy.com

Mr. Vishal Chauhan, (M)9512047050, E-mail- Vishal.Chauhan2@nayaraenergy.com

## 18.0 CHANGE IN CONSTITUTION OF THE CONTRACTOR:

The Contractor whether an individual, Proprietary concern, Partnership firm, Private Limited Company or Public Limited Company, shall not make any change(s) in its constitution, by transfer of substantial shareholding or of management (in the

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case of a company) or by addition or deletion of Partners, change in the terms of the Partnership, or make any other material change(s) without prior intimation to and approval of the Company. Any such unauthorised change shall lead to termination of the Contract.

## 19.0 SUB CONTRACTS:

19.01 The contractor shall not sub - contract the whole or any part of the work without written consent of the EIC. The contractor shall, prior to engaging a sub - contractor for any work, inform the EIC in writing of the proposed engagement, mentioning the details of the sub- contractor. The contractor shall ensure that only competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub- contracted. In case the EIC rejects the proposal, the contractor shall not engage the proposed sub - contractor.

19.02 Each sub - contractor shall be covered by the T&C of the WO on the same basis as the Contractor, provided, however, that the Contractor shall be and remain exclusively responsible to the Company, for which purposes the sub-contractor shall, vis -a vis the Company, be deemed to be the servant/agent of Contractor employed for the performance of the particular work with full responsibility on Contractor for all acts, omissions and defaults of the sub - contractor.

19.03 If any sub - contractor engaged upon the work executes any work which in the opinion of the EIC is not of the requisite standard, the EIC, by written notice to the Contractor require the Contractor to terminate such sub- contract, and the Contractor shall upon the receipt of such notice, terminate such sub- contract within 7 days of receiving such notice, at the risks and cost of the Contractor, and shall keep the Company indemnified against the consequences.

19.04 The Contractor shall, at the commencement of every month, furnish to the EIC and IR a list of all sub- contractors engaged and working during the previous month, with particulars of the works performed by them.

## 20.0 TERMINATION OF WORK ORDER:

The Company shall be entitled to terminate the contract by written notice at any time during the currency or after the occurrence of any one or more of following events, omissions or contingencies, namely:

20.01(a) Default or failure by the Contractor of any of the material obligations of the Contractor under the Contract.

(b) Failure to start the work within 10 (ten) days of handing over the job/ site to the Contractor, and in the event of more than one job site being involved, failure to start the work at each job site involved within (ten) days of handing over of the concerned job site to the Contractor or within such extended period(s) as may be permitted by Company in writing in this behalf.

(c) Failure to commence any work at any job site in accordance with the time prescribed in this behalf in the Progress Schedule:

(d) Failure to carry out on the works or any of items to meet the progress schedule:

(e) Failure to provide at each job site sufficient labor, material, equipment, machinery etc to meet the project schedule;

(f) Failure to execute the works or any of items in accordance with the contract;

(g) Disobedience of any order or instruction of the EIC;

(h) Negligence or incapability to carry out the works or work found to be unsatisfactory by EIC;

(i) Abandonment of the work or any part thereof;

(j) Suspension of the entire works or any part thereof, without due authorization from the EIC;

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(k) Failure to deposit the initial Security Deposit within 30 (thirty) days or receipt by the Contractor of Acceptance of Work order or within such extended period(s) as may be permitted by the Company in writing in this behalf;

(l) If there is any change in the constitution of the Contractor (if a firm) or in the circumstances or organization of the Contractor, which is detrimental to the interests of the work of the Company

(m) Dissolution of the Contractor (if a firm) or commencement of liquidation or winding up (whether voluntary or compulsory) of the Contractor (if a company) or appointment of a receiver or manager of any of the Contractor's assets and/or insolvency of the Contractor (if a sole proprietorship) or any Partner of the Contractor (if a firm);

(n) Distress, execution, or other legal process being levied on or upon any on or upon any of the Contractor's goods and/or assets;

(o) Death of a Contractor (if an individual);

(p) If upon any changes in the Partnership/constitution of a Contractor's organization (if a partnership), the Company shall refuse to continue the contractor with the re-constituted firm;

(q) If the Contractor or any person employed by him shall make or offer for any purpose connected with the Contract any gift, royalty, commission, gratification or other inducement (whether money or in any other form) to any employees or agent of the Company

(r) If the Contractor shall sub-contract the whole or any part of the work in contravention of the provisions of clause 19.0 hereof or the Contractor shall assign or attempt to assign his interest or any part thereof in the Contract.

(s) The occurrence of any other act, event, misfeasance, malfeasance, or omission in respect of which the contract Documents or any declaration furnished in terms thereof or pursuant thereof to provides termination of the Contract

Notice Period:

Company shall be entitled to terminate the work order/contract during the period of work order/contract without any compensation considering notice period as mentioned below and without prejudice to their right should the Contractor fail to fulfill or carry out all or any of their obligations covered under this contract or commit default or breach of any or all the terms and conditions of this contract. However, in case of exigency, work order/Contract can be terminated without any notice period at the discretion of company without assigning any reason thereof.

20.1 Notice period - Annual Rate contract:

Contract can be terminated within the contract period at the discretion of Company by giving 60 days notice without assigning any reason thereof. Similarly, Contractor is also entitled to terminate the contract by giving 60 days prior notice in writing. However, Notice Period in the later case shall be considered from the date of acceptance of notice by the Company in writing.

20.02 The decision of the respective Head of Department regarding any of the events/ contingencies mentioned in above stated clauses 20.0 hereof, shall entitle the Company to terminate the Contract and such decision shall be final and binding upon the Contractor.

20.03 The notice of termination shall set forth, in addition to a statement of the reason(s) for terminating the contract, the time(s) and place(s) for conducting a survey and measurement of the work performed under the Contract up to the date of termination for the purpose of determining the final amount(s) due to the Contractor thereof. The reason(s) for the termination stated in the notice of termination, shall be final and binding upon the Contractor.



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20.04 Only completed items of the work shall be reckoned for the purpose of measurements and the decision of the EIC as to whether or not any items if works have been completed for the purpose of such measurements shall mean works that are capable of use of Final Completion without destruction or alternation.

20.05 For the purpose of determining the amount due to the Contractor in respect the work, the previsions of Clause 3. Mode of measurement shall apply, and the measurements taken shall for the purpose of such accounting be deemed to be final measurements and the bill prepared by the Contractor on the basis thereof shall be deemed to be the Final Bill and no other amount(s) shall be due to the Contractor in respect, thereof.

20.06 Within 7 (seven) days of completion of the measurements, the Contractor shall clear the job site of all scaffolding, wiring, pipes, surplus materials, Contractor's labor, equipment and machinery and shall demolish, dismantle, and remove all Contractor 's site offices and quarters, and things whatsoever brought upon or erected at the job site or on any land allotted to the Contractor by the Company and not incorporated in the permanent works and shall clear, level and dress the job site and said land to the satisfaction of the EIC and shall put the Company in undisputed custody and possession of the site and or land allotted by the Company to the Contractor.

20.07 Should the Contractor fail to comply with provision of above Clause 20.06 hereof in the manner and within the time specified therein, the Company shall have the right at the risks and costs of the Contractor in all respects to clear the job site all scaffolding, wiring, pipes, surplus materials, Contractor's labor, equipment and machinery and other materials and things and/or demolish/dismantling as the Company shall In its absolute discretion deem fit, and the Contractor shall forthwith on demand pay the Company the entirety of the costs and expenses of the Company relative to the above, together with 15% (fifteen percent) thereon to cover Company's supervision with right in the Company (without prejudice to any other mode of recovery), to recover the same from the proceeds of any sale or disposal as aforesaid or any monies of the Contractor held by the Company or dues of the Contractor and the Contractor doth thereby irrevocably nominate, constitute and appoint the Company (with right to the Company to delegate any and all of its rights In terms hereof to such of its officer(s) and/or other person(s) as it shall deem fit) for and on behalf of and as attorney of the Contractor to do, commit and sign all acts, deeds, matters and things as shall or may be necessary to be done, committed and/or signed by the Company to put into effect the provision of this clause with full right to enter into arrangements, with third parties for or relative to the storage, sales and/or other disposal of any material, equipment, and machinery, etc. and other items and things and to enter into or, upon any of the Contractor's premises and to break locks and other fasteners for entry thereto and generally to do all other acts, deeds, matters and things as shall be necessary to give full effect to the of this clause.

## PROVIDED ALWAYS THAT

The Company shall be entitled, without prejudice to the a foregoing and in addition, thereto, upon the Contractor failing to comply with the provisions of clause 20.06 hereof after removing/demolishing /dismantling from the job site or land allotted to the Contractor, any of the Contractor's scaffolding, wiring, pipes, materials, temporary works and other items and things, by written notice to the Contractor, to require the Contractor to take delivery, lift and/or clear the same within 7 (seven) days (or such other period as may be specified in the said notice) of date of said notice, failing which the Company may abandon the same at the risk and costs of the Contractor, whereupon (without prejudice to any other rights of the Company), the Company shall stand absolutely discharged and absolved in respect of all and any material, equipment, machinery and other items and thing whatsoever abandoned as aforesaid;

Notwithstanding anything to the contrary herein provided, nothing herein stated shall constitute the Company as a trustee or Bailee for or in respect of any of the Contractor's material, equipment, machinery or other items or things removed, cleared, demolished, dismantled or abandoned as aforesaid, nor shall the Company be bound in law or fact by any duty of care in respect thereof, with the intent that all actions, dealing and disposals within the provisions of this clause shall be exclusively at the risks and liability of the Contractor (including relative to any loss or damage), and the Company shall not be howsoever responsible, accountable, or liable In respect thereof.

If, due to any cause (including, but not limited to resistance put up by the Contractor and/or his servants or agent or sub-Contractor (s) or any court order consequent upon a suit or proceedings field by the Contractor and or/the Contractor's servants, agents or sub- Contractor (s)), the Company is unable to fully take over possession of the entire works at any or all

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job sites within 7 (seven) days from the date of completion of the measurements as contemplated above, the Company shall, in addition to all amounts, compensation and/or damages recoverable from the Contractor in terms hereof or otherwise, be entitled to recover from the Contractor liquidated damages in the amount equivalent to 1 % (one percent) of the total contract value for each week or part thereof that the said taking over of possession at any job site is delayed beyond the period of seven days specified above, subject to a maximum of 5% (five percent) of the total contract value.

Notwithstanding anything provided in Clause 20.06, the Company shall have the right at any time prior to the removal of the same from the job site, to take possession of such of the Contractor's materials at any and all job sites, as the Company shall deem fit, and the Contractor shall forthwith upon being required to do so place the Company in undisputed possession and custody of all such materials opted for by the Company. The price payable to the Contractor for such material shall be determined by the EIC having due regard to the condition of the materials and the cost thereof as determined by the EIC for which purpose the EIC shall be entitled to call upon the Contractor to produce the Contractor's accounting and other records relevant to such materials. The cost of such materials as determined by the EIC shall be final and binding on the Contractor.

No amount shall be due and payable to the Contractor upon or in the event of termination of the contractor unless and until the entirety of the works contemplated in the scope of work shall have been completed in all respects to the satisfaction of the EIC and following such completion, the defect Liability period in respect thereof as herein otherwise provided for has elapsed and all payments finally due on any account to the Company and/or other Contractor (s) in respect of all liabilities in respect thereof has been determined.

If, there shall remain In the hands of the Company any excess/balance after all accounting and adjustment of all dues from the Contractor to the Company, the Company shall pay such excess/balance to the Contractor and in the event of the security Deposit and other dues of the Contractor in the hands of the Company being insufficient to meet the dues of the Company as aforesaid the Contractor shall forthwith on demand by the Company pay the Company the shortfall.

## COLLECTION OF INDEBTEDNESS

Without prejudice to any other rights or remedies of the Company and in addition to any other provisions hereof, the Company shall be entitled to deduct out of the Security Deposit (Including by recourse Bank Guarantee) any monies or securities under this or any other contract(s) for the time being of the Contractor in its hands and out of any other Contract, any and all amounts due to the Company from the Contractor arising out of or in connection with the Contract.

### 21.0 DEFECTIVE WORK:

Charges for rectification of defective Work and other consequent damages occurred to the Company shall be borne by the Contractor.

### 22.0 BILL SUBMISSION:

The billing period applicable for submission of RA bill in respect of this Work Order is every calendar month. Contractor shall raise their invoices for the completed part of the Work within 14 days of the next month. Vendor shall handover all documents, including licenses, training manual, "as built" drawings etc at the time of Hand Over / Take Over of the site.

### 23.0 SECRECY OF AGREEMENT:

23.01 Contractor shall maintain strict secrecy and shall not divulge to any third party (except Sub-Contractor) accepting a like obligation of secrecy and then only to the extent required for the performance of Sub- Work Order for execution of this Work Order) any information, drawings, data and documentation (collectively referred as Material Information) furnished by Company to Contractor, in connection with this Work Order or becoming known to Contractor during the execution of work under this Work Order, in so far as it is not already in the public domain. Contractor undertakes neither to duplicate nor to have duplicated by others, either wholly or in part Material Information nor make abstracts of Documents relating to Work Order. These obligations shall continue notwithstanding completion/ termination of the work under the Work Order.

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23.02 Photographs of any of Company's equipment, installation or property shall not be taken / obtained.

## 24.0 CLOSURE OF CONTRACT:

The final bills to be submitted by the contractor shall be accompanied by the prescribed documents applicable to this Contract. The Contractor shall collect the details and formats of such documents from EIC & IR or any other designated authorities. The documents required to be submitted along with final bill submission but not limited to the following are mentioned below -

- 1) Attendance register
- 2) Wages register along with bank statement / bank transactions details of each worker
- 3) PF Challan / ECR copy / Acknowledgement slip / payment confirmation slip (TRRN details)
- 4) Bank statement showing Payment of Leave Encashment to eligible workmen/ employees
- 5) Bank statement showing Payment of Bonus to eligible worker, along with Form C & Copy of Form D submitted to ALC (Central),
- 6) Deed of undertaking (To be made on Non-judicial stamp Rs. 100/- stamp paper duly Notarised)
- 7) No dues certificate, from each worker
- 8) Unified Annual Return Form No. XIV as per CL (R&A) Act, 1970 (to be filed on Shram Suvidha Portal)
- 9) Gujarat Labour welfare fund - Half yearly returns
- 10) ER- 1 , Quarterly return
- 11) Annual return Form no. III, as per Minimum Wages Act, 1948
- 12) Service Certificate in Form no. VIII
- 13) Acknowledgement of PF withdrawal / transfer
- 14) Cancellation of Gate passes

## 25.0 APPLICABLE LAW & DISPUTE RESOLUTION:

25.01 The contract shall be governed and construed in accordance with the laws of India.

25.02 In the event of any dispute or difference arising between the Company and the Contractor touching or concerning the interpretation or performance of this Contract or relative to this Contract or in connection therewith or the rights and liabilities of either of the parties hereto, the parties shall endeavor to settle the same amicably or through good offices of Director & Head of Refinery or any officer of the company who is overall in charge of the refinery site.

25.03 If the parties should fail to settle such difference or dispute amicably or through good offices of Director & Head of Refinery, the same may be referred to arbitration and shall be finally settled by arbitration at the request of either of the parties as mentioned hereunder.

25.04 The arbitration panel shall consist of a sole arbitrator to be appointed by the Company in consultation with the Contractor. If parties are not agreeing on the name of the sole arbitrator, the same shall be appointed as per the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification, amendments or re-enactment thereof for the time being in force.

Arbitration proceedings shall be conducted in the English language and in accordance with the rules of conciliation and arbitration as laid down under Arbitration and Conciliation Act, 1996 or any statutory modification, amendments or re-enactment thereof for the time being in force. The seat of Arbitration shall be at Devbhumi Dwarka, Gujarat. The award rendered by the sole arbitrator shall be final, conclusive and binding on parties to this Work Order. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration proceedings, including fees and expenses of the arbitrator & venue of the proceedings shall be shared equally by the parties, unless the award otherwise provides. However, the contractor agrees that the Company shall have rights to approach the competent court having jurisdiction for urgent reliefs.

25.05 The existence of any such disputes/claims/differences/ arbitration proceedings shall not constitute a reason for the



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Contractor for suspension or stoppage of work under any circumstances under this Work Order.

Subject to above, the Courts situated at Khambhalia, Devbhumi Dwarka, Gujarat shall have the exclusive jurisdiction for the purposes of action, proceedings arising out of this Work Order.

## **26.0 ANTI BRIBERY & ANTI-CORRUPTION CLAUSE:**

a) Both the parties agrees that they shall comply with anti-bribery/ anti-corruption laws and regulations and policies applicable to the parties in dealing with or on behalf of other party or its affiliates while performing its obligation under the contract/ purchase order. The parties hereby represent and warrant that the parties and/ or their agents, associates, affiliates and employees will not commit any act of Bribery or Corrupt Practices that might constitute a violation or breach of any provision of the Nayara Energy Ltd.'s anti-corruption policy or any applicable anti-corruption law {including any law implementing the convention on combating bribery of foreign public officials in international business transactions (OECD Convention)}. It is agreed that all payments shall be made either by way of cheques or by transfer to the bank accounts or any other recorded means of payment and no part of the payment shall be made in cash or kind and maintain accurate records of such payments.

b) Both the parties shall have the right to terminate this contract in case of breach of anti- corruption clause and to call for any information from other party relating to such breach.

c) For the purposes of above clause, Bribery and Corrupt Practices shall have the same meaning as in the Anti- Corruption Policy of Nayara Energy Limited.

d) Nayara Energy is committed to adhere to the highest standards of ethical, moral and legal conduct of business operations, including the measures against bribery, corruption and corporate fraud, as well to manage conflict of interest situations. Consequences of any wrong occurrence by few are felt by the Company hence Nayara Energy urges / encourages its third parties or counterparties or customers to report any instances of actual or suspected above mentioned unethical or improper conduct / behaviour or violation of Nayara Energy Ethics Code or Policies via the Hotline, a Whistle-blower may get in touch with our Chief Compliance & Risk Officer by using any one of the following five hotline whistle-blower channels, especially created for this purpose:

i) Web Interface:

Complaints can be filed through the our official website whistleblower.nayaraenergy.com or Nayara Energy Intranet or Format provided (downloadable) in Annexure-02 of Hotline Whistle-Blower Policy.

ii) Toll Free Hotline Telephone line and Interactive Voice Recording (IVR) System:

Complaints can be filed by calling our toll free number - 1800 266 2800. Record your complaint with the IVR system.

iii) E-mail:

E-mail completed complaint form at hotline@nayaraenergy.com.

iv) Post / Letter and In person:

Send a completed complaint form through post or meet him in person & bring a completed complaint form at:

Nayara Energy Limited  
5th Floor, Jet Airways , Godrej BKC  
Plot No C-68 , G Block , Bandra Kurla Complex  
Bandra East , Mumbai - 400070  
Maharashtra , INDIA

Above is not a mechanism for redressing any issues relating to performance or non-performance of the contract. Any such issue shall be agitated as provided in the contract. Neither any cognizance of such issues will be taken if raised on Hotline Whistle-Blower Complaint Channel nor be treated as a valid service or communication of any notice/fact under the contract.

Without prejudice to clause [? Termination], in the event Company reasonably suspects there to have been a breach of clauses [? Anti-Corruption Clauses] of this Agreement, Company may terminate the Agreement immediately upon giving notice in writing to the Contractor.

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## 26.A Hotline:

19.1 Nayara Energy is committed to adhere to the highest standards of ethical, moral and legal conduct of business operations, including the measures against bribery, corruption and corporate fraud, as well to manage conflict of interest situations. Consequences of any wrong occurrence by few are felt by the Company hence Nayara Energy urges / encourages its third parties or counterparties or customers to report any instances of actual or suspected above mentioned unethical or improper conduct / behaviour or violation of Nayara Energy Ethics Code or Policies via the Hotline, a Whistle-blower may get in touch with our Chief Compliance & Risk Officer by using any one of the following five hotline whistle-blower channels, especially created for this purpose:

### a. Web Interface:

Complaints can be filed through the our official website [whistleblower.nayaraenergy.com](http://whistleblower.nayaraenergy.com).

### b. Toll Free Hotline:

Telephone line and Interactive Voice Recording (IVR) System:

Complaints can be filed by calling our toll free number -

1800 266 2800 . Record your complaint with the IVR system.

### c. Email:

E-mail completed complaint form at [hotline@nayaraenergy.com](mailto:hotline@nayaraenergy.com).

### d. Post / Letter and In person:

Send a completed complaint form through post or meet him in person & bring a completed complaint form at:

Nayara Energy Limited

5th Floor, Tower-2, Equinox Business Park,

L.B.S Marg, Kurla West

Mumbai - 4000070

1.2 Above is not a mechanism for redressing any issues relating to performance or non-performance of the contract. Any such issue shall be agitated as provided in the contract. Neither any cognizance of such issues will be taken if raised on Hotline Whistle-Blower Complaint Channel nor be treated as a valid service or communication of any notice/fact under the contract.

## 27.0 ISO Energy & Environment Management System:

"Our company is ISO 50001:2011(Energy Management System) Certified company. You are requested to use energy efficient equipment during execution of work / order at NAYARA ENERGY LIMITED, Vadinar Site."

"Our company is ISO 14001:2015 (Environment Management System) certified company. CONTRACTOR are requested to comply with all the Environmental Norms during execution of WORK ORDER / ANNUAL RATE CONTRACT for Nayara Energy Limited, Vadinar Site. OWNER considered life cycle perspective, end of life treatment, final disposal method etc. of all GOODS, hence details for the same whenever required shall be produced by the SUPPLIER."

## 28.0 MSME DOCUMENTATION:

MSME Registration Certificate must be valid till end of the service period. The MSME Vendor to note and ensure that the nature of services in the MSME certificate matches with the nature of services provided as per Work Order. In case the nature of service provided do not match with MSME certificate, NAYARA is not liable to pass benefits for Micro, Small & Medium Industries (MSME) to vendor.

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## 29.0 SURVIVAL:

All obligations/liabilities incurred prior to and which by their nature would continue beyond termination or expiration of this Order shall survive such termination or expiration.

## 30.0 AMENDMENTS:

Amendments, modifications or supplements to this order as agreed by the parties shall be effective only if made in writing and signed by authorized signatory/representative of the parties.

## 31.0 CONTACT PERSON FOR MOBILISATION SCHEDULE:

Contractor is requested to get in touch with EIC for this Work Order for detailed mobilization schedule.

## 32.0 ASSIGNMENT:

The Contractor is not entitled to assign, alienate any of the rights and obligations arising from this Work Order to any third party without prior written consent of the Company.

## STANDARD TERMS AND CONDITIONS:

### GENERAL TERMS & CONDITIONS OF THE WORK ORDER

### (NAYARA ENERGY LIMITED)

## 1. DEFINITIONS:

1.01 "Company" shall mean Nayara Energy Limited, a Company incorporated under the Companies Act, 1956 and having its registered Office at Khambhalia post, P.O. Box. 24, Dist. Devbhumi Dwarka, Gujarat - 361305, India.

1.02 "Bidder" shall mean the person(s)/firm(s)/company(ies) whose tender has been accepted by the Company and legal successors in title to such person(s)/firm(s)/company(ies), but not (except with the consent of the Company) any assignee of such person(s)/firm(s)/company(ies).

1.03 "Contractor" shall mean individual, agency, firm, company or any legal entity (whether incorporated or not) and shall include his legal representatives, successors and permitted assigns whose bid has been accepted & who has been selected by the Company for performance obligations to execute the work order awarded to such contractor as per terms and conditions laid down by the company (GTC as well as STC and further commitments from the contractor himself for due performance of the work order).

1.04. "Work Order" shall mean the binding agreement between the Company & the Contractor and shall include commitments from the Contractor for fulfilling all the terms and conditions.

1.05. "Engineer-in-Charge" (EIC) shall mean the engineer or any other officer of the Company, consultant or other organisation for the time being nominated by the Company as EIC for the purpose of this Work order.

1.06. "Work" shall mean & consist of all work (as specified in the work order and or communicated at the time of execution or during the work period by EIC), execution and performance of the various activities & obligations, but not limited to the items specified in the Schedule of rates (SOR) in the Work Order, inter-alia, carrying out any and all works, activities and providing all facilities which are required for executing the work, (including supply of materials, if applicable) complying fully with all requirements as are envisaged of it, complete in all respects and satisfying all performance and guarantee requirements stated or implied from the contents of the Work Order.

1.07. "STC" shall mean Special Terms & conditions of Work Order which shall be read in conjunction with the General Terms & Conditions of Contract.



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1.08. "Completion" or final completion shall mean the successful completion, execution and conclusion of all activities (including supply of materials, if applicable) required in all respects to complete the Work in accordance with this Work Order, but shall not include the obligation to rectify defects during the Defect Liability Period.

1.09. "Completion Certificate" shall mean the completion certificate issued by the EIC / or any other person authorised by the Company in that behalf.

1.10. "Defect Liability Period" shall mean the defect liability period as specified in the Work Order, commencing from the date of issue of Completion Certificate.

## 2. WORK ORDER VALUE AND CONTRACTOR'S OBLIGATIONS:

2.01 Work Order value is arrived after detailed bill of quantity multiplied by item rate shown therein for various items and shall be subject to variation depending on the actual quantity of work carried out by the Contractor. Price and rates indicated in the price bill of quantity shall include cost of all materials, labour, equipment, instruments, temporary works, supervision, all relevant taxes, duties, levies, Cess, fees, royalties, insurance and everything not specifically mentioned herein but required for performance of Work under this Work Order.

2.02 The rates as indicated in the Work Order shall remain firm and shall be binding on both the parties and no claims, whatsoever, on any accounts shall be entertained.

2.03 The quantities of various items of Work to be carried out by the contractor under the Work Order are approximate and illustrative only to describe the scope of work to the contractor. Payment shall be made as per the actual measurements as certified by EIC. The Company reserves the right to increase or reduce the quantity and or replace/ modify /delete any of the items / specifications / drawings or design or any other item, the quantities or replace the specifications, drawings or design of any or every item or delete them at any stage of Work. The Contractor shall not be entitled to raise any claims on this ground. (Unless specifically sanctioned/approved by EIC)

2.04 The Contractor shall ensure that the Work performed by him shall be qualitative with due diligence, efficiency, be free from faults and defects, be in accordance with specifications and drawings with first class workmanship and skills to the full satisfaction of the Company.

2.05 The Contractor shall be responsible for timely execution and completion of the work and shall not be relieved from any obligations under the Work Order whether it is stipulated or not. The Contractor shall be responsible to arrange all required information, materials, equipment, tools and tackles, vehicles, manpower and their accommodations for the performance of the Work without any extra cost to the Company unless such cost is specifically approved by EIC.

2.06 In case the Work performed by the Contractor is not satisfactory with respect to speed, quality & quantity or not in accordance with specifications/ standards, the Contractor shall be liable to re-do the same and in case of any default thereof the Contractor shall compensate to the Company the cost of rectification along with 10% penalty.

2.07 No idle time/down time wages or any kind of compensation will be payable to the Contractor on any account unless otherwise agreed in writing by the EIC prior to happening of such an event.

2.08 It is specifically agreed, understood, ensured and abided by the Contractor that the employees/ contract workers engaged by him are his contract workmen and there is no employer employee relationship between his contract workmen and the Company. The Contractor indemnifies the Company for any kind of financial or other claim or litigation by his contract workmen. The Contractor shall ensure that no litigation is initiated by his contract workmen against the Company. In case any kind of claim /complaint/ case is raised by his contract workmen against the Company, whether the Contractor is made party or not, the Contractor will settle such a case at his cost and consequences without involving the Company and the Company shall not reimburse in such a case.

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### 3. LIQUIDATED DAMAGES FOR DELAYS:

Time is the essence of the Work Order. The entire Works shall be executed by the Contractor strictly as per the time schedule. The quantum of Liquidated Damages (LD) shall be as per clause no.11 of STC.

### 4. GUARANTEE AND DEFECT LIABILITY PERIOD:

The Contractor shall guarantee the execution/construction/installations/ modifications/repairs during the Defect Liability Period and such period will commence from the date of issue of Completion Certificate (herein after referred to as Defect Liability Period). Any damage or defect that comes to the notice of EIC or his representative either before or after the issue of Completion Certificate, such damage / defect shall be repaired/ rectified/ parts be replaced by the Contractor at his own expenses and no extra claim / cost shall be borne by the Company unless specifically agreed / approved by EIC. In this regard the decision of the Company shall be final and binding on the Contractor.

### 5. TESTING AND INSPECTION:

5.01 The Contractor shall carry out the various tests as enumerated in the technical specifications of this Work Order & the technical documents that will be furnished to him during the performance of the Work and no separate / extra payment will be made unless special test/ certification is the legal requirement as may be approved by EIC.

5.02 All the tests either in the field or outside at laboratory, concerning the execution of the Work and supply of materials shall be carried out at his own cost unless otherwise specified in the Work Order, (no separate / extra payment will be made unless special test/ certification is the legal requirement as may be approved by EIC)

5.03 The work is subject to inspection at all times by the EIC or his authorized representatives. The Contractor shall carry out all improvements as required from time to time and during inspection.

5.04 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be provided by the EIC. These reports shall form part of the completion documents.

5.05 Inspection and acceptance of the work or issuance of Completion Certificate shall not relieve the Contractor from any of his responsibilities under the Work Order.

### 6. DOCUMENTS TO BE SUBMITTED WITH BILL:

Detailed list of all documents to be submitted with final bill is as per STC Clause 22.0 BILL SUBMISSION. Vendor shall handover all documents, including licenses, training manual, "as built" drawings etc at the time of Hand Over / Take Over of the site.

### 7. FINAL INSPECTION:

After completion of all tests as per specifications, the whole Work will be subject to a final inspection to ensure that Work has been completed as per requirements. If any defect is noticed in the Work, which is attributable to the Contractor, this shall be attended to by the Contractor at his/its own cost, as and when the same are brought to notice of Contractor by the Company/EIC. The Company shall have the right to have these defects rectified either internally from its own resources or through any other entity at the risk and cost of the Contractor if he fails to attend to these defects immediately.

### 8. CONTRACTOR'S COMPLIANCE WITH LAWS, INSURANCES & OTHER STATUTORY OBLIGATIONS:

8.01 The Contractor shall, without prejudice to his/ its obligations as mentioned in this clause, be liable to ensure compliance with all labour laws as mentioned in STC clause 17.0 Labour Law & as per the amendments/notification by the govt. from time to time.



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8.02 The Contractor shall register himself with the GST authority. Contractor shall be responsible to discharge all its/his statutory obligations in this respect as provided under the relevant GST Act.

8.03 The Contractor shall ensure that the available concessions/ exemptions, existing as on the date of awarding the Work Order or subsequent but before expiry of Defect Liability Period or issuance of Completion Certificate whichever is later, either as per the GST act shall be availed by the Contractor and further the benefit of this shall be passed on to the Company, so as to minimise the Work cost. The Contractor shall hereby irrevocably authorize the EIC/ Company to apply for such concessions, wherever applicable on behalf of the Contractor, though it is not an obligation on the part of the EIC / Company.

## **9. TERMINATION OF WORK ORDER:**

This Work Order will be terminated as per terms mentioned in STC clause 20.0 Termination.

Contractor shall not be entitled to terminate the Work Order without prior written consent of the Company. However, the Company reserves the right to terminate this Work Order at any time without assigning any reason thereof but Company shall compensate the Contractor for the part of the Work performed till the date of termination being effective and in this regard decision of EIC shall be final and binding on the Contractor.

Without prejudice to Company's rights and privileges in the preceding para, should the Contractor fail to fulfil or carry out any of his obligation(s) under this Work Order or commit default or breach of any or all the terms and conditions of this Work Order, Company will be at liberty to terminate the Work Order without being liable to compensate the Contractor for any consequences what so ever arising from such termination.

The Work Order can also be terminated immediately, If the Contractor is adjudged by the competent authority to be an insolvent or any receiver, liquidator, etc. has been appointed by any court or authority in respect of the Contractor and in such case of termination, the Company shall not be liable to compensate the Contractor for any consequence what so ever arising from such termination.

## **10. MEASUREMENT, INVOICING AND TERMS OF PAYMENT:**

10.01 All measurement of Works shall be done as per latest approved drawings, specifications and relevant Indian/International codes. In case of dispute, EIC's decision shall be final and binding to both the parties.

10.02 Running Account (RA) Bill payment - If the Work Order provides for RA Bill payment, the Contractor shall submit to the EIC after the end of each calendar month, RA Bills showing along with the estimated quantum of the Work executed & supply of equipment/ material as applicable, up to the end of the calendar month. Payment shall be made against RA bills as per the payment terms of the Work Order, against certification of EIC, after effecting deductions there from of all dues, if any, to the Company. Deductions will include also the amount of retention money and other deductions provided for in the Work Order and taxes and other monies deductible within the provisions of the Income Tax Act or any other applicable law, rule or regulation for the time being in force. Retention amount deducted as per the provisions made in Work Order shall be kept for the Defect Liability Period from the date of completion.

10.03 All RA bill payments shall be regarded as Payments by way of advance against the final bill payment only and not as payments for any specific activity under Work Order actually done and completed and shall not preclude the requiring of bad, unsound & imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or rectified. The payment of RA bills cannot be considered as an admission of the due performance of the Work Order or any part thereof, in this respect, or of the accruing of any claim by the Contractor nor shall it conclude, determine or affect in any way the powers of the Company under the provisions of the Work Order as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the Work Order.

10.04 The Contractor shall submit his final bill in quadruplicate along with the certified copy of the Completion Certificate and other related documents as mentioned under Clause 22.0 (Bill submission clause of STC).

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10.05 The bill of quantities item(s) applied by the Contractor in respect of any work in his RA bill(s) & its acceptance hereof by EIC verifying the bill with respect to such work or otherwise in certifying any payment within the provisions aforesaid shall not be deemed to be binding upon the Company as determining factor and shall be without prejudice to the rights of the Company.

10.06 Nothing provided in the foregoing clause hereof shall in anyway be deemed to confer any right or entitlement on the Contractor to receive RA payments, nor shall any failure or delay by the Company to make RA payments as herein envisaged or otherwise afford the Contractor a ground or basis for extension of Time for completion or otherwise relieve the Contractor from any of his liabilities under the Work Order.

10.07 The Work shall not be deemed as completed until the Contractor has obtained Completion Certificate from the EIC.

10.08 The Contractor should submit material reconciliation Statements at required periodic intervals as specified by Company /EIC. Any infringement of the aforesaid condition shall result in cancellation of Work Order and the claim of Contractor shall not be recognized and the amount of retention money/ security deposit, if any, shall be forfeited.

10.09 If a complaint regarding non-payment/less payment of wages is received by the Company from any of the workmen/ employees of the Contractor/his sub-contractor, the Contractor's bill shall be kept on hold till the matter is resolved between the parties (i.e. the Contractor & his workmen/employee), failing which the Company will have all the rights to deduct such amount from the bill and pay it to the aggrieved workmen/employee and the decision of the Company/EIC shall be final and binding on the Contractor.

10.10 In case the "Contractor" is provided certain material as free issue material as per the agreed terms, against material requisition slip, it will be the responsibility of the Contractor to load and transport the material from Company's stores (with in the refinery premises) to the place of Work. Similarly excess or left over material, if any, shall be returned to the place as instructed by EIC at Contractor's cost in good usable condition. Company will recover the cost of defective/ wasted material at actual from the bill and the decision of the Company/EIC will be final & binding on the Contractor.

10.11 On the basis of the final measurements entered in the measurement books/ sheets (or the measurement to be adopted, in the event the measurements and/ or mode of measurement is decided by the EIC upon any objection), the Contractor shall prepare and submit a final bill including reconciliation statement of free-issue-materials, all original Quality Control Records (QCRs), as-built drawings, test reports of materials and guarantees in the prescribed form with reference to the total work covered under the Work Order. Such bill shall be prepared by applying the applicable rates(s) specified in the Bill of Quantity to the relative measured quantity.

## 10.12 Invoicing instructions:

10.12.1 Tax invoice shall be raised in the name of Nayara Energy Limited, as per the address given below for the supply of Services. The original copy (1st copy) to be marked as "Original for Recipient" and the same shall be submitted to the following address.

Nayara Energy Limited  
Refinery Site, 39 KM, Jamnagar - Okha Highway,  
Dist. Devbhumi Dwarka,  
Vadinar - 361305.  
Gujarat State - India.  
Our GSTIN No. 24AAACE0890P1ZF

Name of Engineer-in-charge: Mr. Mradulkumar Garg  
Email ID: Mradul.Garg@nayaraenergy.com  
Contact No.: 02833-661911

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10.12.2 The Tax Invoice should be issued in accordance with the provisions of GST law comprising CGST Act, SGST/UTGST Act, IGST Act and Rules and regulations made there under and shall contain the following details. The Tax invoice should be issued separately for each category of service.

1. Name, address and GSTIN of the supplier.
2. Tax Invoice No. (unique for a financial year) and Date of Issue
3. Name, address and GSTIN of the Recipient
4. Description of Services and Accounting Code of Services
5. Unit, Rate and total value of supply of Services
6. Taxable value of supply of services, taking to account discount or abatement, if any
7. Period of Service.
8. Rate of Tax and amount of Tax (CGST, SGST/UTGST, IGST)
9. Place of Supply and name of State, in case of inter-State supply
10. Whether the tax is payable on reverse charge basis.
11. Signature or digital signature of the authorized signatory

10.12.3 The tax invoice should also contain the details of our work order number/contract reference, together with the specified work completed/certified data sheet if any, for the supply of services.

10.12.4 In case of MSME vendor, status of MSME (Micro & small enterprises or Medium enterprises) should be mentioned in Invoice clearly.

10.12.5 The billing period applicable for Running A/C bill in respect of this contract is every calendar month. Contractor shall raise their invoices within 30 days from the final completion of Job.

10.12.6 While submitting the bill, with regard to the previous month, the Contractor must furnish a certificate duly signed by him that all the payments to the personnel engaged by the Contractor for duties in connection with this agreement have been made and all statutory dues, including PF contribution, to be deposited with the statutory authorities have been deposited.

The company reserves the right to call for and verify the records of the contractor in this regard to satisfy itself that the statutory provisions have been complied with. Notwithstanding this, the Contractor agrees that the primary responsibility for compliance of all statutory provisions rests with Contractor himself and he shall submit hard copies of all such statutory compliance to the Company.

## 10.12.2 Goods and Services Tax (GST):

10.12.2.1 To facilitate Nayara Energy Limited to avail Input Tax Credit of the GST, the Supplier/Vendor should provide the valid tax invoice and this tax invoice details shall be uploaded into the GSTN portal. The Supplier shall file the prescribed returns within the due date and the supplier should also pay the GST charged on the tax invoice to the Government of India on or before the due date.

10.12.2.2 In case, Input Tax Credit of the GST charged on the tax invoice is disallowed to Nayara Energy Limited, due to any non-compliance of any provisions under GST by the Supplier/Vendor, the GST amount paid to the supplier as per the tax invoice will be recovered or adjusted from the subsequent payment, from the supplier/Vendor along with interest, penalty and administrative cost incurred if any by Nayara Energy Ltd..

10.12.2.3 The Bidder / Vendor will provide Nayara with correct invoices charging the applicable rate of taxes. The invoices shall stand scrutiny by the GST Authorities. The bidder / vendor shall file its returns according to Law and pay the tax charged to the Authorities to enable Nayara to avail Input Tax Credit as applicable. In the event the Input Tax Credit is not available to Nayara due to any mistake in filing returns and / or non-filing or non-payment, Nayara reserves the right to withhold payment of amount equivalent to tax charged by the bidder / vendor in the invoice(s) from subsequent bills.

10.12.2.4 The vendor shall be responsible for the transit e-waybills for sending the material. Nayara shall not be responsible



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for detention of the goods during transit on account of faulty / missing e-Waybills. The vendor is advised to get in touch with Nayara in case of any doubts while generating the e-Waybills.

10.12.2.5 GST implementation may trigger various tax savings to the supplier on account of reduction of tax rate, increased tax credit, subsuming of existing indirect taxes. The Supplier to take all appropriate steps and ensure that all benefits accruing on account of GST implementation are properly availed and subsequently passed on to Nayara Energy Ltd. in accordance with Section 171 of CGST/SGST Act.

10.13 Payment: The amount(s) due on the final bill to the extent admitted by the Company shall be made as per payment terms in the work order, after submission of final bill along with Completion Certificate.

10.14 All payments due to the Contractor on the final bill shall be subject to deduction of monies (any amount pending for deduction due to any unfulfilled commitment by contractor or any penalties/ statutory noncompliance etc.) as provided for in the Work Order and other dues from the Contractor to the Company, back charges, on-account payments, income tax and other applicable taxes & duties as provided for under any law, rule or regulation having the force of law as applicable from time to time.

10.15 Company may, at its discretion, withhold any amounts due to the Contractor under the Work Order if Works or any part thereof that is defective, is not remedied, or the Contractor fails to fulfil any of his obligations under the Work Order or to his sub-contractors or to his employees/ workmen, the Contractor caused injury or damage to third party in the Company premises or the Contractor does not perform according to the time schedule. In this regard the decision of the EIC shall be final and binding on the Contractor.

## 11. SETTLEMENT OF DISPUTE / ARBITRATION:

Any dispute arising out of this contract shall be resolved as per clause no.26 Applicable Law & Dispute Resolution of STC.

## 12. FORCE MAJEURE:

Any delay in or failure of performance of this Work Order by either party hereto, shall not constitute defaults by such party or give rise to any claim for damages, if, and to the extent of such delay or failure of performance is caused by any unforeseen event beyond the reasonable control of the party like (without limitation) - acts of God (e.g. flood, severe earthquake, typhoon, cyclones), fire, war, invasions, revolution, civil commotion, plague and epidemic.

12.01 The party so affected by an event of force majeure shall promptly notify the other party of the occurrence thereof within days (2) days, as far as possible of its commencement, specifying the matter constituting force majeure and with evidence of its adverse effect on performance of Work Order.

12.02 Except as provided below, neither party shall by reason of any event of force majeure be entitled to terminate this Work Order, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

12.03 Notwithstanding anything to the contrary stated herein, Company shall have the right prior to the end of the event Force Majeure, to terminate the Work Order without compensation to Contractor, if the Work Order is suspended or likely to be suspended by the occurrence of force majeure for a period of more than sixty (60) days. In such an event, the parties shall within the shortest time possible, meet to examine the incidence of the said occurrences and fix the conditions to fulfil the requirement under the Work Order, following the agreement between the parties, the party other than the one prevented from fulfilling its obligations, shall have the right to terminate the Work Order.

In the event of termination by the Company, the Contractor will be entitled for payment for the work done up to the effective date of termination.

In any event Contractor will not be entitled to claim an increase in Work Order value on this account. In case the Contractor is having credit balance on account of advance amount paid by the Company, the Contractor shall be liable to refund the same within 15 days of the effective date of termination.

## 13. CONFIDENTIALITY:



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The Contractor shall not divulge any information of this Work Order and shall keep all data confidential, except that has been made public by the Company. Publication whenever required under the statute / statutory authority shall be done to the extent required/ permitted only with prior written approval from the Company.

## 14. ENTIRE AGREEMENT:

The Work Order together with specifications, drawings and documents referred to therein and other terms and conditions as mentioned herein, including the written commitments given by the Contractor for fulfilment of the Work Order which are expressly accepted by the parties in writing constitute entire agreement between the parties and all prior negotiations, proposals and writings pertaining to the Work Order or subject matter thereof, are superseded hereby.

## 15. VALIDITY:

To the furthest extent possible, each provision of the Work Order shall be interpreted in such a manner as to be valid under applicable law, but if any provision may be or become invalid, void or unenforceable, it shall be severable from the remainder of the provisions of this agreement and shall not affect the validity or enforceability of such other provisions.

## 16. CONSENT OR WAIVER:

16.01 Any term or condition of this Work Order may be waived at any time by the party entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such Party.

16.02 A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion, and shall be without prejudice in any way to the other rights, powers and remedies of such party herein contained.

16.03 All remedies, either under this "Work Order", or by law or otherwise afforded, will be cumulative and not alternative.

## 17. ASSIGNMENT:

The Contractor is not entitled to assign, alienate any of the rights and obligations arising under the Work Order to a third party without prior written consent of the Company.

## 18. NOTICE:

Any notice under this Work Order shall be sent to the following addresses unless specified otherwise by email or by post:

To the Company - As mentioned on first page

To the Contractor - As mentioned on first page

In case of a change in address, the concerned party shall notify to the other party in writing about such change within seven days of such change.

For NAYARA ENERGY LIMITED,



Authorized Signatory