

JINDAL STEEL AND POWER LIMITED  
 SH-63, Chendipada Road, Jindal Nagar  
 ANGUL-759111 ORISSA  
 Ph:-06761-254191-95 Fax:-06761-254144

**WORK ORDER**  
**DRAFT PRINTOUT -- UNRELEASED PO**

Vendor:82912 NEO TRAN TECH ENTERPRISES N.S.TEMPLE STREET TEKKALI 532201 Andhra Pradesh India GSTIN No: 37BXOPB3021N1ZD Sales Person / Tel No : / Email:-neotrantech@gmail.com	Work Order No : 4561534648 Work Order Date: 15.10.2020 Buyer Code / Name : 677 / Subhashree Supkar Email ID: subhashree.supkar@angul.jspl.com Phone No./Extn: 06761254348/4348 Mobile No: 9777444947 GST IN : 21AAACJ7097D1ZS CIN No : L27105HR1979PLC009913 PAN No:AAACJ7097D
---	---

Please carry out the following services as per the terms and conditions mentioned below

Item	Activity	Activity Description	Qty	UOM	Unit Price	Discount%	Net Amt (INR)
10		Replacement of Heat Exchanger	1.000	AU	20,000.00		20,000.00
10	130006960	REPLACE;HEAT EXCHANGER	1.000	LOT	20,000.00		20,000.00
SAC Code : 998719							
REPLACEMENT OF HEAT EXCHANGER							
1-Shifting oil filtration machine from switch yard							
2-Dismantle Heat Exchanger from LRF-2 40 MVA spare Transformer							
3-Shifted Heat Exchanger from LRF-2 40 MVA Transformer to LRF-1 40 MVA Transformer.							
4-Dismantle Heat Exchanger from LRF-1 40 MVA Transformer							
5-Erection of Heat Exchanger at LRF-1 40 MVA Transformer.							
6-Shifted Heat Exchanger from LRF-1 40 MVA Transformer room to SMS pump house.							
7-Provide manpower for assistance with Heat Exchanger jobs at SMS pump house.							
8-Shifted Heat Exchanger from SMS pump house to LRF-2 40 MVA spare Transformer							
9-Erection of Heat Exchanger at LRF-2 40 MVA Transformer .							
IN: Integrated GST 18							3600
<b>Service Start date</b>		<b>Service End Date</b>					
13.10.2020		28.02.2021					
<b>Service Point: Steel Melting Shop - AngulAngul</b>							

<b>Net Value ( INR )</b>	<b>20,000.00</b>
<b>Gross Total</b>	<b>23,600.00</b>

**TOTAL AMOUNT IN WORDS: TWENTY-THREE THOUSAND SIX HUNDRED AND ZERO PAISE ONLY**

 for JINDAL STEEL &  
 POWER LIMITED

**Terms & Conditions**

Price Basis: Free on Road JSPL,ANGUL  
Payment Terms : Within 15 days of submission of bill

**Insurance**

Shall be under vendor scope

**Travelling Charges**

Contractor Scope

**ELECTRICITY**

- 1 JSPL Scope - The Contractor shall submit to the Owner within thirty (30) days from the date of Contract its electrical power requirements, if any, to allow the planning of the same by the Owner.
- 2 Owner will supply power free of cost at one point at Site, from where the Contractor has to make its own arrangement for further distribution. All the Works will be done as per the applicable regulations and passed by the Owner. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the Contractor will re-route or remove the temporary lines at its own cost. No claim for compensation for any failure or short supply of electricity will be admissible.
- 3 It shall be the responsibility of the Contractor to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at Site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The Contractor will ensure that its equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the Owner for its approval, before power is made available. Electrician must possess minimum two year certificate course from a Industrial Training Institute; recognized by the Central government or the State government and a valid license (Wireman/Lineman), from the ELBO (Electrical Licensing Board of ##Chhatisgarh ##.##.) ##. For every 6-7 electricians engaged there must be one (1) supervisor Min Diploma or Degree in Electrical Engineering, having the Supervisory Competency Certificate from ELBO. The supervisor shall have MV License as minimum. License other than ELBO will not be accepted.
- 4 At all times, IEA regulations shall be followed failing which the Employer has a right to disconnect the power supply without any reference to the Contractor. No claim shall be entertained for such disconnection by the Engineer-in-charge. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
- 5 The Employer is not liable for any loss or damage to the Contractors equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the Contractor arising there from.

**WATER**

Company Scope

The Owner shall arrange for the supply of construction water at one point at Site free of cost. The Contractor shall make arrangements for distribution onwards at its own cost. The Contractor shall make their own all arrangements for supply of potable water for labor and staff colony at its own cost. The Contractor shall provide the details of total water requirement. As water is becoming a rare resource and it is to be used judiciously to optimize requirement

**For Tonnage Basis / Job Contract**

Option 2: No deductions are on the account of manpower provided by contractor.

**1. Definition of Terms and Interpretation of Contract document**

In construing these General Conditions, the following words shall have the meaning herein assigned to them except where the context otherwise requires.

- i. "Client", "Owner", "Employer" or "Purchaser" shall mean Jindal Steel & Power Ltd., a company duly organized and existing under the Indian Companies Act, 1956 and having its operating office at Jindal Centre, 12, Bhikaji Cama Place, New Delhi-110 066, India and its registered office at O.P. Jindal Marg, Hisar-125005, Haryana, India.
- ii. "Contractor", "Vendor" or "Supplier" shall mean the successful Bidder who is awarded with the Contract and shall be deemed to include the Contractor's successors, authorized officers/representative and permitted assigns.
- iii. "Consulting Engineer" or "Consultant" or "Architect" shall mean the company/agency appointed by the Client for the purpose of carrying out the detailed engineering and architectural drawing etc. for the Project.
- iv. "Contract" or "Agreement" shall mean the agreement executed between the Contractor and the Client, together with Contract Documents referred to therein, for execution of Works as defined in the Contract.
- v. "Contract Document(s)" shall mean and include the General & Special Conditions of Contract, Specifications and Annexures, Drawings, Covering Letters, Schedule of Prices and Quantities, Notice to Proceed by the Client, subsequent amendments to the foregoing and the Contract.
- vi. "Contract Price" shall mean the agreed sum of money stated in the Contract to be paid to the Contractor for the successful completion of the Works in accordance with the terms of the Contract Document.

for **JINDAL STEEL &  
POWER LIMITED**

- vii. "Approved" or "Approval" shall mean as approved by or approval of the Client in writing.
- viii. "Bill of Quantities" (BOQ) shall mean the list of technical specifications and civil, structural, electrical & instrumentation, Plumbing & Fire Fighting, etc, quantities for the Project/Plant in conformity with Technical Specification/ scope of services.
- ix. "Codes and Standards" shall mean the latest applicable International and Indian Codes and Standards.
- x. "Completion" shall mean successful completion of the Project in all respects as per the scope of Work as defined in this GCC, and related Completion shall include, but not limited to, complete civil & structural erection works, installation, testing & commissioning of electrical, instrumentation, firefighting, and plumbing works etc. and any other works required for completion of the Plant in all respects as defined in the Document.
- xi. "Construction Equipment" shall mean all appliances/ equipment and things of whatever nature required including all related spares or wearing parts in or about the execution, completion or maintenance of the Works but does not include materials or other things intended to form part of or to be incorporated into the permanent works.
- xii. "Date of Completion" shall mean the date on which the Client will issue the completion certificate after satisfactory execution of all Works as per the scope of Works as defined in SCC and related Annexures enclosed herewith.
- xiii. "Defects Liability Period" shall mean the period during which Contractor shall remain liable at its own cost and expense for all repairs and/ or replacement of any manufacturing, technical or other defects or any bad workmanship or any non-performance of any of the supplies/ services made under the Contract.
- xiv. "Drawings" or "Plans" shall mean all:
- Drawings and engineering data furnished by the Client to the Contractor during the progress of the work; and
  - Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are approved by the Client.
- xv. "Project Manager/Engineer" shall mean an Engineer of the Client as may be duly appointed and authorised from time to time in writing by the Client for the purpose of completion of Work under the Contract.
- xvi. "Final Acceptance/Taking Over" shall mean the Client's written acceptance of Works under the Contract, after successful completion of Works and Performance Guarantee Tests if any, as specified in the Technical Specification or otherwise agreed in the Contract.
- xvii. "Goods" shall mean plant, vehicle, equipment or materials to be required for completion of Works.
- xviii. "Inspector" shall mean any firm or person as may be duly appointed and authorised in writing by the Client from time to time to inspect the Works.

## **2. Agreement:**

Contractor's acceptance of the work order in writing shall constitute contract between him and Client. If acceptance/ comments (if any) is not received from contractor, within one week from the date of this order, it will be considered that the various terms and conditions indicated in the order is acceptable to the contractor. Contractor shall communicate with Client only in writing for any changes in contract and it should not be deemed as accepted unless specifically written communication is received from Client.

## **3. Construction of Contract and Legal Jurisdiction**

Contractor shall be governed by the applicable laws in India. All matter relating to this contract are subject to the exclusive jurisdiction

## **4. The order of precedence of Work Order shall be as follows:**

- Addendum/Corrigendum/Clarifications issued shall prevail over Special Conditions.
- For Contract Conditions, Special conditions shall prevail over Type Specific Conditions of Contract and Type Specific Conditions shall prevail over General Conditions of Contract.
- For technical clarification and general guidelines towards technical specifications and work-man ship, Technical Specification shall prevail over bills of quantities and Contract Conditions.
- Bills of Quantities (to be read in conjunctions with Technical Specification and drawings for unit rate quoted) shall prevail over all items, Unit and scope of work.
- For legal matters, contract conditions to be read along with addendum/ corrigendum/ clarifications issued shall prevail over specification & B.O.Q.
- For execution of works, Good for construction drawings will prevail over tender drawings.
- If any term and condition make contradictory between general term and condition and header text, than header text terms and conditions should supersede instead of general terms and conditions.

## **5. Cross Fall Breach Agreement**

The award of two/three separate Contracts shall be governed with the following cross fall breach Agreement

- The award of two/three separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Works and a breach in one Contract shall automatically be construed as a breach of the other Contract which will confer a right on the Client to terminate the other Contracts also and to execute the balance Works at the risk and cost of the Contractor.
- It is expressly understood and agreed by and between the Parties that each Party is entering into this Agreement solely on its own behalf and not on behalf of any other person / entity / associate company / group company. It is expressly understood and agreed that the Parties are an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and the general principles of laws of the Contract.

## **6. Offloading & Subletting of Job:**

The Client will award the Contract to the Contractor by virtue of their expertise and experience in execution of such Works and therefore no part of the Contract or any share or interest therein shall in any manner or degree be transferred, assigned, or sub-let by the Contractor directly or indirectly to any person, firm or company whatsoever without the prior consent in writing of the Client for which the Contractor shall give a written request to the Client at least 30 days in advance of the proposed date of transfer, assignment or sub-letting. In the event of the Contractor contravening this condition, the Client shall be entitled to place the contract elsewhere on the Contractor's account and at its risk and cost, then the Contractor shall be liable for any loss damage which the Client may sustain in consequence or arising out of such replacing of the Contract. This shall not relieve Contractor of any responsibility under this Contract. However, the execution of the Works by Piece Rate Worker (PRW) contract under the direct and personal supervision of the Contractor shall not be deemed to be sub-contract/sub-let under this clause.

Contractor shall not offload/ sublet the job given to him without prior approval and permission in written from Client for any contract in full/ partial.

## **7. Workmanship/Measurement Work / Submission of Bill:**

- i. Work shall be supervised, inspected and measured as directed by Engineer-in-charge and entered in the measurement book for the Scope of Work with signature of both contractor and Engineer-in-charge or their representative as token of acceptance. Payment shall be made as per actual quantity executed. For all labor intensive jobs, it is mandatory to maintain and submit daily report of workmen attendance duly verified by EIC.
- ii. All the contractors/site in charges and workers has to do the compulsorily biometric punching attendance.
- iii. All the contractor has to attend the monthly meeting of every month else appropriate fine will be imposed if contractor found absent.
- iv. Duly approved Construction program will be submitted by the Contractor to Engineer In-charge of Client.
- v. All work completed / in progress shall be duly recorded and certified by Client Engineer-in-Charge.
- vi. Any material for which origin/makes/suppliers are identified in contract/BOQ or annexures, contractor has to procure the same, wherever applicable. Any deviation to the Origin/make needs to be approved by User Department/Procurement/Finance with adequate financial impact due to change in rate.
- vii. If any part of contractor's work depends upon the work of any other contractor and if any defect in such work is observed, contractor shall promptly report the same to Client. If the delay is not duly reported and certified by JSPL same will not be considered for Calculation of LD penalty.
- viii. Client shall not be liable for any loss or damage to contractor's equipment as a result of voltage fluctuation or interruption in power supply or any other loss.
- ix. Contractor shall, without any additional payment shall keep the working and storage area clean and free from accumulation of waste. In case of exigency, Client may itself remove and cost to be recovered from contractor.
- x. The welding electrodes and other consumables used for the job should be of make approved by the Client i.e.-L&T, Advani, ESAB, India and D&H Scheron. If any instances of deviation found adequate penalty may be deducted by JSPL.
- xi. Paints used for the job shall be of Shalimar make and of approved specifications as per Technical Specification. Before using any particular equivalent brand/make written approval of Client to be taken.
- xii. The Contractor shall ensure that the bench marks, reference points, etc. which are marked either with the help of Client or by the Client shall not be disturbed in any way during the performance of its Works.
- xiii. Bills not supported by duly certified measurement sheet /Bar bending schedule, certificate shall not be considered as work done and correspondingly shall not be considered for payment under the contract.
- xiv. Survey Report if required shall be submitted along with the bills in such cases.
- xv. All measurement should be cumulative in nature and all bill pages are to be numbered. In case of running account (RA)bills contractors shall submit soft copies of measurement sheet in standard format as may be required by Client
- xvi. Joint record for deviation from drawing and deviation from specification is to be provided.
- xvii. All Quality protocols with regard to Indian/International standard codes/Technical Specifications and Quality Assurance Plan should be documented and produced along with the bill.
- xviii. Scope of work defined in the contract if narrows/deviates during execution of that particular item, scope of work shall be reduced and payment shall be made on pro-rata basis. In case of advance necessary recovery / deduction from advance towards reduced scope shall be made on pro-rata basis.
- xix. Material consumption statement shall be submitted for free issue materials along with bill.
- xx. Material return statement along with copies of store return note to be provided along with bill.
- xxi. Material reconciliation statement for any plant, equipment and materials issued to the Contractor, shall be submitted along with the bill.
- xxii. Job completion certificate, cumulative measurement details (with drawing no and revision), and no claim certificate to be submitted by the contractor in case of final bill.

- xxiii. Tax invoice along with gate entry challan for the materials in the scope of contractors.
- xxiv. Manufacturer's Test Certificate for all items pertaining to scope of contractor
- xxv. DPR with respect to manpower, equipment etc. for each sub-contractor must be submitted to site in charge.
- xxvi. After completion of defect liability period, contractor has to obtain the clearance certificate from concern department for release of retention.
- xxvii. In respect of both RA Bills and final Bill, purely as a matter of convenience and to help expedite the work, the Engineer may ask the Contractor to furnish the details in a computer disc/soft copy format/ mutually agreed software package, and the Contractor shall supply the same. However, the same shall not replace the written and signed bills and other documents to be submitted by the Contractor under the Contract.

## 8. Submission and Payment of Bill:

- a. The invoice/ RA bills for the Scope of Work as defined earlier should be submitted within 2 weeks of completion of job to Engineer-in-charge in triplicate for verification, on monthly basis or as specified complete in all respect and acceptable.
- b. The invoice must be supplemented with the work measurement sheet and workmen attendance sheet duly attested by Engineer in-charge.
- c. In case, the job is associated with the supply of materials, the invoice must be supplemented with the material challan duly stamped with Gate Entry number, Packing list, Tax invoice, Quality assurance & test certificates.
- d. Contractor has to submit the bill to the HOD of User Department with a copy to Bill passing section, Accounts Department.

Invoice shall indicate:

- a) Complete Name & Address of Service Provider
  - b) Serial Number of document
  - c) Date of issue
  - d) GST Registration Number (if applicable)
  - e) Category of services for which registered (if applicable) & Description of the services provided
  - f) Value of the services provided
  - g) GST amount paid or payable (if applicable)
  - h) Contractor to claim GST separately in the invoices and that invoice serial number should not be handwritten
  - i) Mention the plant/ place of service rendered
  - j) Period / Duration of service.
  - k) PAN Number
- e. The workmen payment sheet and PF challan, if applicable, must be submitted with invoice after verification and attestation by in-charge (P&A). If applicable and specified explicitly in the work order, PF and Insurance shall be reimbursed at actual on producing documentary evidence.
  - f. The Contractor shall submit statutory clearance certificates like PF/ESI etc within one month from date of submission of bills. Next on-account bill will be processed only after, statutory clearance certificates for the previous month has been submitted. Material reconciliation statement shall be submitted along with the bill as appropriate.
  - g. Payment (Net amount) after adjusting the recoveries & deduction of Taxes, will be released by the Client within due date after final service entry sheet of receipt of bill along with all relevant documents complete in all respects after detailed certification. It is an expressly agreed term of the contract that no interest whatsoever shall be paid by the Client for any bona fide delay in payment of "On - Account - Bills. All "On - Account" payments shall be regarded as advance payment to be finally adjusted against the "Final bill Payment".
  - h. HOD (Finance & Accounts), Client shall be the paying officer.
  - i. Contractor shall submit bill only in his/her name, in case of deviation, an NOC from the principal contractor is to be secured to avoid any future disputes.

## 9. Currency of Payment

The Contract Price shall be paid in Indian currency or currencies as incorporated in the Contract.

## 10. Tax Clause Applicable to all Indigenous work orders

A. GST :

- a. For the purposes of this Clause the following expressions shall have the meaning given as under:
  - i. GST - means any tax imposed on the supply of goods or services or both under GST Law.
  - ii. Cess - means any applicable cess, existing as on date or applicable in future on the supply of goods or services or both.
  - iii. GST LAW - means IGST Act 2017, GST (Compensation to the States for Loss of Revenue) Act 2017, CGST Act 2017, SGST/ UTGST Act 2017 and all related ancillary legislations.
- b. The rates quoted by the Contractor shall be inclusive of all taxes, duties, levies and Cess except GST and compensation cess. Contractor has to clearly show the amount of GST/compensation cess separately in the Tax Invoices raised by them. Further, it is the responsibility of the Contractor to make all possible efforts to make their Accounting/IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to Client.
- c. In case of variation (increase/decrease) in the rate of GST after the date of agreement, the said revised rate shall be reimbursed or recovered on production of relevant

statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:

- i. If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered.
- ii. In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed or recovered only if the reasons for extension of the contract is attributable to Client
  
- d. In cases where GST is leviable on any facilities/supplies provided by Client and used by Contractors and the consideration for which is recovered by Client in the form of reduction in the value of invoice raised by Contractor, then Client shall raise GST invoices on such transactions and the same will be borne by Contractors.
  
- e. Contractor agrees to do all things not limited to providing GST compliant invoices, debit notes, credit notes or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable Client to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply under this Agreement. GST charged on debit notes shall be reimbursed only if such debit notes are issued within the prescribed time limit for availing of credit.
  
- f. In the event contractor issues a credit note to the Client, such credit note shall include GST component only in circumstances set out under the GST law and upon mutual agreement between Contractor and Client. This shall be subject to the condition that Contractor shall comply with the procedural requirements relating to issuance of credit notes under the GST law.
  
- g. In case the Input Tax Credit of GST is denied or demand is recovered from Client on account of any non-compliance by the Contractor, including non-payment of GST charged and recovered, the Contractor shall indemnify Client in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Client, of its discretion, may also withhold/recover such disputed amount from the pending payments of the Contractor.
  
- h. Contractor shall maintain high GST compliance rating track record at any given point of time.
  
- i. Contractor is required to pass on the benefit arising out of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price.
  
- j. Contractor shall avail the most beneficial notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax.
  
- k. For the purposes of the above-mentioned requirements, the Contractor shall provide documents as may be necessary and shall allow inspection of the same to Client
  
- l. Client shall charge GST over and above on the liquidated damages reduced from the price payable to the Contractor against supply of goods or services or both.( To be mentioned if applicable)
  
- B. Income Tax as applicable shall be deducted at source from the invoice at the rate as applicable under Income Tax Act and Client shall issue TDS certificate for the same.
  
- C. In case any contractor fails to meet the above statutory requirement, the same will be deducted from its bills directly.

## **11. Deductions and Penalties:**

- a. Client shall be entitled to recover from contractor's bills all cost, damages, expenses which may have to incur or become liable to incur as a result of contractor's negligence or any other action that may originate such cost, charges, expenses etc.
- b. In case contractor's bill amount is not sufficient to cover such recovery amount the balance shall be deducted from any sum which may become due to contractor at any time thereafter under this or any other contract contractor may have with us. Should this sum also not be sufficient to cover the full amount recoverable, then we reserve our right to recover the same as remedies available under the law.
- c. If there is any delay in completion of work on the part of the contractor and there is any statutory increase in duties / taxes / levies during the period of delay, in such cases the differential shall be on account of the contractor. In case of failure to execute the work within due date, Security Deposit, if any may be forfeited and Client reserves the rights to offload the same (complete/ partial) and get it done through other agencies at the cost and risk of the default contractor.

## **12. Withholding Payment :**

The Client may withhold the whole or part of any payment for Works claimed by the Contractor, which in the opinion of Client is necessary to protect its interest from any loss occasioned on account of:

- i. Defective work not remedied or guarantees not met.
- ii. Claims filed against the Contractor.
- iii. Failure by the Contractor to make payments for materials or labour employed by him.
- iv. Damaged caused to another Contractor.
- v. In-sufficient progress of Works.

When the grounds for withholding payment are rectified / addressed, the Client shall make payment of the amount due to Contractor.

## **13. Compliance with statutory rules and regulations**

- i. The statutory and legal conditions shall be applicable to all labour intensive jobs and the contractor shall have to strictly comply with all the clauses mentioned hereby:
- ii. Labor Act: Contractor shall abide by all provision of contract labor (R&A) act 1970 and other applicable labor laws and rules made there under from time to time.
- iii. Labor License: Before commencement of work, Contractor shall submit labor license (if applicable) from competent authority to the Client's P&A officer through Engineer-In charge.
- iv. Gate Pass: Before commencement of work, Contractor has to arrange gate pass for his workmen from Client's P&A officer as per Client's standard norms.

- v. PF registration: Before commencement of work, Contractor shall submit the Provident Fund Registration No. and ensure to recover provident fund amount from wages of all workmen and deposit to the Provident fund authorities and submit a copy of the same by 20th of every month to the Client's P&A officer through Engineer-In-charge. In case, contractor fails to produce documentary evidence of PF recovery and deposition, Client will arrange to deposit the same to the Provident fund authorities with appropriate penalty recovering from the contractors bill.
- vi. The contractor shall provide PF registration numbers & ESIC numbers for all its workers in the specified format to P&A department of Client at the time of applying for gate pass against this work order.
- vii. Workmen Insurance: Before commencement of work, Contractor shall obtain Insurance policies under Group Personal Accident Policy & Workmen's Compensation Policy.
- viii. Wage Payment: Payment to contractor's workmen shall be disbursed on or before seventh day of the wage period in presence of the Client's P&A officer & Engineer-In charge or their duly authorized representative who shall certify on the payment sheet/register for fulfillment of provision of law.
- ix. Bonus & Retrenchment: Contractor shall have to pay its workmen the bonus as per applicable act. Moreover, retrenchment benefits to workmen under Inter State Migrant act if being retrenched shall be paid by contractor.
- x. Records, Register and Display Notices: Contractor must maintain statutory registers and records as applicable under various labour laws. Contractor must displays notices in front of his office in Hindi & English as required under various labour laws.
- xi. Statutory Reimbursement: Any payment against statutory obligations, if applicable and specified explicitly under Client's scope, such as PF, ESIC, Insurance etc. shall be reimbursed at actual by Client on producing documentary evidence by the contractor.
- xii. Work Permit: Work on any equipment or in any area should be started only after ensuring valid permit. Before starting the work, contractor shall submit detailed work program, milestone of different activities, safety & quality plan and any other relevant documents required for the work to the Engineer-in-charge for his approval, after which work shall be started as per the approved program.
- xiii. Tools & Tackles: Contractor will have to produce fitness test certificate of all lifting tools and tackles being used by him from any outside competent person.
- xiv. Vehicle: All the vehicles (except used by specific person) to be deployed by contractor shall be fit for use in all respect. The Vehicle must be commercially registered with the transport authority and must carry all statutory documents (valid Driving license, Insurance policy, P.U.C. certificate etc.). The driver should not be deployed for more than 12 hours and vehicle must follow the safety guidelines as defined by the company.
- xv. Labor Health & Hygiene: Contractor shall have to ensure periodical cleaning and disposal of waste from workers residential colonies. Contractor must ensure the hygiene, potable drinking water and regular housekeeping in his workers colony. Non compliance of the same would be viewed seriously by the company and suitable action would be initiated to ensure proper living conditions. During summer this area becomes very hot and prone to the cases of dehydration. Contractor must ensure the provision of ORS drink to all the workers during summer.
- xvi. Contractor is the legal employer of the manpower engaged by him and shall comply with all statutory rules and regulations, including but not limited to contract labour act, Workmen's Compensation Act, Employees Insurance Act, Personal Accident Insurance, Provident Fund act and any other laws, rules and regulations etc., that may be applicable to this type of work including any licenses like labour license etc. that may be required to be obtained by the contractors.
- xvii. Contractor shall indemnify and keep us indemnified against all such cost, including and not limited to taxes & duties damages, penalties, fines punitive measures, lawyer fees, taxes duties etc. of whatever nature due to non-compliance with respect to the applicable statutory laws, rules, notification etc.
- xviii. In the event of breach of statutory laws & regulation the contractor, the Client reserves the right to terminate the contract and no payment shall become due and payable to the contractor.
- xix. Child Labour: Contractor in any circumstances shall not engage Child Labour (below 18 years of age) for any activities related to Client.

#### **14. Alternations, additions & omissions, and variations of qty. during execution:**

The quantities as mentioned in the Bill of quantities (BOQ) are estimated quantities of the work and may vary over a range of + /- 20%. The unit price shall remain fixed; however the contract price shall be revised accordingly.

a) Variations: Client shall have the right to make any variations in quality or quantity of the Work or any part thereof that may in Client's judgment are necessary/required for the completeness of Work and for any other reasons that are desirable/required. Client shall have the right to order the Contractor to do any of the following:

- i. Increase or decrease in quantity.
- ii. Omit any such work/works
- iii. Change in character or quality or kind of any such work/works.
- iv. Change the levels, lines, Position and dimensions of any part of the work/works.
- v. Execute additional work of any kind necessary for completion of the work/works and no such variation shall in any way vitiate or invalidate the Contract.

b) Valuations of Variations: Client shall determine the amount (if any) to be added or deducted to/from contract price in respect of any additional work done or work omitted. All such work shall be valued at the rates set out in the Contract if in the opinion of the Client the same shall be applicable. If in the opinion of the Client the Contract doesn't contain any rates applicable to such additional, altered, omitted or substituted items, then the rates shall be fixed by the Client for such items by deriving the rates from the analogous item, if any, in the Contract. In the absence of analogous items, the rates shall be fixed by the Client on the basis of basic rates and norms available in the standard schedules/analysis of rates adopting approved rates in the documents and the Contractor shall submit the analysis on these lines. Where the particular item of work has not been included in BOQ and Schedule of Rates or an analogous rate can't be computed or a reasonable rate also cannot be determined by the Client, then Client may derive the rates based on prevailing/actual market rates. The cost element on account of provisions of profit including Overhead shall not exceed ten (10%) of the direct cost.

#### **15. Change of Name**

At any stage after Contracting, the Client shall deal with the Contractor only in the name and at the address under which the Contractor has submitted the Bid. All the liabilities / responsibilities for the execution of the Contract shall be those of the Contractor and in no circumstances he shall be relieved of any obligations under the Contract. Any change in name/constitution for reasons whatsoever, the Contractor shall intimate such change to the Client in writing within one Week. Such change will not relieve the Contractor from its obligations under this Contract.

#### **16. Mode of Communication:**

All communication to be given to either Party shall be given to the correspondence addresses by airmail/ e-mail/ fax. All notices in which rights and/or obligations of either Party are involved shall be given by registered airmail or through courier of international repute, and such notices shall be deemed to have been issue seven (7) Days after their dispatch but shall not be deemed as accepted unless especially consent is received in writing.

Either Party may change its address by giving prior notice to the other Party in the manner provided for herein.

#### **17. Housekeeping:**

Good House Keeping must be practiced by the Contractor personnel at all times while within the plant. During and after completion of the work, they are to ensure that their work

area is kept clean and tidy. Materials and equipment should be stored in a safe and orderly manner so that they will not block exits to roads, buildings, aisles, passage and approach to fire fighting equipment such as fire hydrants, fire hose and fire extinguishers or area where emergency safety showers, electrical switch panels and switch rooms are located. No bill shall be certified by site Engineer without checking of proper housekeeping by Contractor otherwise it will be treated as violation of norm & suitable action will be taken.

## 18. Insurance

During the course of execution of the Contract, the Contractor at its own cost shall procure and maintain the following types of insurance coverage, as per State and Central Govt. Rules and regulations.

- i. Workmen's Compensation Insurance: Covering all the temporary/ permanent workers employed by the Contractor as well as their sub-contractors.
- ii. Transit Insurance: All the materials, which are in the scope of Contractor, required for the execution of the Contract to be insured under transit insurance policy on All Risk basis.
- iii. Third Party Liability Insurance: Covering legal liability to third parties for bodily injury or damage to property arising out during the execution of the Contract.
- iv. Contractor's Plant & Machinery Insurance: Construction Equipment/Materials deployed at the Site by the Contractor to be insured appropriately by the Contractor. The policy to be extended to cover third party liability including cross liability for an single event and aggregate during the execution of the Contract for the amount to be mutually discussed and agreed with the successful Bidder. The coverage in all respect of all the policies will be subject to annual review and adjustment to ensure adequacy of the coverage. The Contractor, as on when required by the Client, shall furnish to the Client copies of all the policies of insurance along with the policy schedules, receipt for premium payment and related connected documents."

## 19. Patent Rights and Royalties

- i. Royalties and fees for patents covering materials, articles, apparatus, devices, equipments or processes in the scope of Contractor and used in the Works, by the Contractor shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Client fully indemnified in that regard. The Contractor shall, at its own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Client, the same shall be defended by the Client and/or Contractor at the cost and expense of the Contractor including the amount of award if any.
- ii. The Contractor shall indemnify the Client, its representatives or employee of the Client against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Client or any agent, servant or employee of the Client in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Client; but the Contractor shall pay any royalties or other charges, payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the Tender.
- iii. In addition the Contractor shall perform/submit at its own cost such tests/samples as may be required by the Client out of the materials issued by the Client, except for the costs of materials used in such tests/samples.

## 20. Materials Obtained from Excavation

Materials of any kind obtained from excavation on the Site shall remain the property of the Client and shall be disposed of as the Client may direct.

## 21. Treasure, Relic, Monuments & Fossils, etc.

All fossils, coins, articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of the Client and the Contractor shall take reasonable precautions to prevent its workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Client with such discovery and carry out the Client's directions as to the disposal of the same.

## 22. Right to Audit & Background Checking

Company or its authorised representative shall have the right to access, with prior intimation of 24 hours, at all reasonable time, records, correspondences and like, whether stored on paper or electronically, which may have a bearing with the performance of this contract. Company or its authorised representative shall be provided with sufficient access to such data to satisfy themselves of the accuracy and validity of any amount due/payable under this contract. If any costs are in dispute and such free access is refused/denied, then the Company has the right to determine the amounts due/payable as it deems fit. If payment or part thereof to such amounts due/payable has already been made then the Company shall be entitled to claim the same from Contractor without prejudice to set off same from any other payments payable to the contractor under other contract(s). The above right to audit shall continue for a period of three years after the termination of the contract. Contractor shall also cause its sub-contractor(s) to give to the Company the audit rights set out in this Clause.

Client shall have all the right to do the Background checking of contractor before award of contract or during currency of contract.

## 23. Manpower Competency:

- a. In addition to the site-in-charge, the Contractor has to ensure supervision of work in progress by deploying atleast one technically competent site supervisor. The site-in-charge of the Contractor shall authorize his representative to collect/return materials from/to Client as per requirement of work.
- b. The job is of skilled nature and manpower with suitable requisite skill & experience only shall be permitted to be deployed. Contractor has to ensure that the credentials and certificates of the workmen deployed are submitted to Client and shall be vetted by them before the start of work.

## 24. Defence of Suits

If any action in Court is brought against the Client or an officer or agent of the Client before any court Tribunal or any other Authority, for any act and/or any failure, omission or neglect on the part of the Contractor, its agents, representatives or its Sub-Contractors to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged act, omission or negligence on the part of the Contractor, its agents, representatives or its Sub-Contractors, or in connection with any claim of Sub-Contractors, Workmen, Suppliers or Employees, the Contractor shall in all such cases indemnify and keep the Client and/or its representative harmless/indemnified from all losses, claims damages or expenses arising out of such action.



## 25. Limitation Of Liabilities

- i. Neither the Client nor the Contractor shall be liable to each other, whether in Contract, tort, or otherwise, for any indirect or consequential loss, provided that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Client, and;
- ii. Except in the case of gross neglect or wilful default or wilful misconduct, the aggregate liability of the Contractor to the Client under the Contract shall not exceed the Contract Price (including taxes & duties), provided that the limitation shall not apply to any obligation of the Contractor to repair or replace defective Equipment or to indemnify the Client with respect to patent infringement.

## 26. No delay interest:

The Contractor shall not be entitled to claim any interest on the delayed payments.

## 27. Escalation

No escalation on any account shall be admissible for execution of the work. The price quoted by the Contractor shall be considered to be final, firm and binding to the Contractor during entire tenure of the contract including extended periods if any in case if not written separately any where in work order.

## 28. Code of Conduct

Under this agreement Contractors are obligated to conduct all business activities in a legal and ethical manner with utmost integrity, in line with the Client's Code of Conduct (COC), a copy of which is available on the website <http://www.jindalsteelpower.com> and the provisions of same shall form integral part of this agreement. If there is a violation of the COC by the Contractor or its employees/representatives, especially in the nature of any financial irregularities to gain undue advantage, Client reserves the right to:

- i. Terminate this contract; and /or
- ii. Blacklist the Contractor; and/or
- iii. Seek restitution, including deduction of the amounts due to Contractor, encashment of BG etc; and/or
- iv. Report irregularities to law enforcement agencies; However, prior to taking any action under (i) to (iii) above Client shall issue a notice to the Contractor and seek his explanation with respect to violation of the COC and if no reply is received within seven days from the date of issuance of notice or the reply tendered by the Contractor is found to be unsatisfactory, then Client shall be entitled to forthwith take action under this clause. The above clause is in addition to and not in derogation of any other clause in this agreement.
- v. You shall ensure that you will follow all rules and regulations and timings prevailing at our Client plant as amended from time to time and obey all instructions as are issued by Engineer -in-Charge arising from your scope of work / exigencies of work. You shall ensure that your staff maintains maximum efficiency and decorum and discharge their duties in a manner commensurate with our culture. Under no circumstances indiscipline or involving in any act, which in our opinion, will cause disturbance, industrial relations problems, reduction of production / plant efficiency, indiscipline immorality etc. The company in such cases, reserve the right to expel such person(s) of your staff without notifying or referring to you. In case you are advised to take such an action, you shall promptly replace such person(s) and ensure the work is not affected in any way. Under no circumstances your staff will be construed to be our employees directly to which you agree.
- vi. Contractor shall ensure that the entity should not indulge itself in Cartelization while bidding and follow fair dealing during the entire duration of contract.

## 29. Bribes, Commission etc.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or its partners agent or servant or any one on its or on their behalf, to any officer, servant, representative or agents of the Client or any person on its or their behalf, in relation to the obtaining or to the execution of this or any other Contract with the Client, shall in addition to any criminal liability which he may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damages resulting from any such cancellation to the Client. The Client shall then be entitled to deduct the amounts otherwise due to the Contractor under this or any other Contract. Any question or dispute as to the commitment of any offence under the present clause shall be settled by the Client in such manner and on such evidence or information as he shall think fit and sufficient and its decision shall be final and conclusive. The contractor will abide and compliance with the Client Code of Conduct.

## 30. Force Majeure :

"Event of Force Majeure" means any of the events or circumstances, or combination of events and circumstances, referred to below and which adversely affects the performance of either Party (the affected Party) of its obligations under this Agreement and which are beyond the reasonable control of the affected Party and which the affected Party could not have prevented by the prudent utility practices or by exercise of reasonable skill and care:-

- a) Act of God, epidemic, famine, earthquake, quarantine restrictions, flood, tsunami, meteorites, War, invasion, hostilities by enemy Country. Upon the occurrence of such event/s or circumstance/the party which has been prevented from performing its obligation under the Contract by Force Majeure shall immediately but not later than 72 (Seventy two) hours, give a notice to the other Party giving full particulars and satisfactory evidence of such event/s or circumstance/s and shall specify the obligations, the performance of which is or will be prevented. If such notice is not issued then the party claiming force majeure even shall not be entitled to be executed from performing its obligation as provided under the contract.
- b) The Party shall having given notice, be excused performance of such obligation for so long as and only to the extent such Force Majeure prevents it from performing them. Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of obligation under the Contract as a result of Force Majeure. The cost and loss sustained by the either party in this respect shall be borne by the respective parties.
- c) The affected Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
- d) The date of completion of Work will be extended by a reasonable time by the Client considering the impact of such Force Majeure on the completion schedule and the decision of the Client in this respect shall be final and binding.
- e) In case of any loss/damage due to above Force Majeure conditions which are insurable under various insurance policies specified in clause of this GCC, the Contractor shall be responsible for making good such losses/damages at its own cost and expense.
- f) If deliveries of bought out items and/or works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than 2 (two) months, the Client shall have the option to terminate the Contract or re-negotiate the contract provisions.

## 31. Indemnity Clause:

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Client against all losses and claims in respect of injuries or damage to any person,

material or plant, or damage to any property whatsoever but not limited to third party damages which may arise out of or in consequence of the execution of the Works, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in relation thereto.

### **32. Termination of the contract:**

In case Client observes that sufficient efforts are not put in by contractor to expediting the work to complete the same in stipulated time period as above, Client shall be free to engage any other Contractor/Resources to speed up the work and debit the cost to contractor's account. Client also reserves the right of terminating the contract at any point of time without assigning any reasons what so ever.

### **33. Short Closure of Contract**

The Client reserves the right to terminate/short-close the Contract in part or in full due to reasons other than those mentioned above. The Client shall in such an event give fifteen (15) days' notice in writing to the Contractor of its decision to do so. The Contractor upon receipt of such notice shall discontinue the Work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the Client, stop all further sub-contracting or purchasing activity related to the work terminated/foreclosed/suspended, and assist the Client in maintenance, protection, and disposition of the Works acquired under the Contract by the Client. If the Contract shall be terminated the Contractor shall be paid by the Client for all completed work, executed prior to the date of termination at the rates and prices provided in the Contract. If no rates and prices are provided in the Contract, the amount shall be as certified by the Client and will be commensurate with the proportion of work performed. Save and except the above, no compensation shall be payable to the Contractor by the Client.

### **34. Suspension of Contract**

The Client reserves the right to temporarily suspend and reinstate execution of the whole or any part of the Contract without invalidating the provision of the Contract. The Client will issue orders for suspension or reinstatement of the Contract to the Contractor in writing. The time for completion of the Works will be extended for a period equal to duration of suspension. In case suspension of work exceeds 90 days, any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the Works will be paid by the Client, provided such costs are substantiated to the satisfaction of the Client. The Client shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or its Sub-Contractor. In case of suspension of entire contract, ordered in writing by Client, for a period of more than three months, the Client and the Contractor shall jointly consider and decide to terminate the Contract. Provided that if the Contract is terminated under this clause then Contractor shall not be entitled to claim any compensation from the Client save and except all completed work, executed prior to the date of termination at the rates and prices provided in the Contract.

### **35. Non-Disclosure Terms**

i. The Contractor shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

ii. The Contractor shall not, without the Client's prior written consent, make use of any document or information enumerated in various Contract Documents except for purpose of performing the Contract.

### **36. Co Branding/ White Labeling-**

Contractor should not use Logo or Brand image of JSPL without taking consent from Contract Cell of respective location. If it is found guilty of this offence, legal action shall be initiated against the contractor.

## **Annexure -I** **Environment Policy for Contractors**

Client is India's one of the leading steel producer in private sector and aspires to become a globally admired organization that enhances the quality of life of all stakeholders through sustainable development with utmost care for the environment and needs of the society.

The Company aims to be the most efficient and reliable steel producer; and carry out its business/ operations with utmost regard for safety and care for environment. The Company is committed to protect and improve the environment and abide by the laws and regulations concerning the environment.

Client is committed to:

- ¢ Work towards Environment Protection, Prevention of environmental pollution, and Environment Improvement around its business units.
- ¢ Adopt sound Environment Management practices to achieve sustainable growth.
- ¢ Comply with all applicable statutory and other norms/ requirements for environmental protection.
- ¢ Institute and implement systems to deal with environmental issues, ensuring compliance and reporting.
- ¢ Evaluating effectiveness of system through regular audits and management reviews.
- ¢ Continual Improvement in our environmental performance.

The following shall be followed by the contractor:

1. Contractor and their associates must be aware of our Environment policy and shall demonstrate their involvement, responsibility and accountability for sound environment performance.
2. Contractor shall ensure participation in training on environment, as conducted by the concerned dept. or training section of organization.
3. Contractor must maintain good housekeeping; protect air, water and land.
4. Contractor shall ensure proper use and storage of materials and proper disposal of wastes in line with applicable laws.
5. Contractor shall not indulge in any activity which can cause pollution and has to work in close co-ordination with Environment Management Department at the concerned location.
6. Contractor shall not cut any tree without permission from EMD.
7. Contractor shall be deemed liable for any violation/ non-compliance to applicable Environment norm as per Client's Environment policy at their working location.
8. All vehicles of contractor entering and leaving the premises shall follow the company's standard environment protection protocol.

## Annexure -II

### General Health & Safety Conditions for Contractors:

Contractors engaged for carrying out activities for Client shall adopt following general health & safety conditions: Accident Prevention Plan - Contractor shall submit its accident prevention plan to Client which shall include safety plan, safety policy, safety organization, standard work procedures, method statement, risk assessment processes, training and safety monitoring, systems. Such accident plans shall be suitable to the nature of contract awarded and shall be validated jointly by Engineer in-charge in consultation with Safety Head and shall be coordinated by Contract Cell. For the purpose, contractor shall arrange a presentation before contract cell, engineer in-charge and safety head.

Declaration of past safety records - Contractor shall submit his past safety records including accident history and investigation reports of major accidents to Contract cell who will in-turn forward it to Safety department. Contractor shall also submit its accident prevention plan to avoid similar accidents during execution of contracts awarded by Client.

Safety Organization - Contractor shall ensure to depute following positions on permanent basis to ensure the compliance to Client safety requirement:

Supervisor - Minimum one qualified skilled and experience supervisor up to 50 workers employed and additional supervisor per additional 50 workers. Such supervisor shall have minimum qualification of Graduation in Engineering with experience of minimum 2 years or Graduate in Science with experience of minimum 3 years in similar activities.

Safety Officer - Minimum one qualified safety officer up to 100 workers employed and additional safety officer per additional 100 workers. Such safety officer shall mandatorily have

- i) qualification of Diploma in Industrial Safety from recognized technical board of education (preferably from Regional Labor Institutes or Central Labor Institutes) or
- ii) M Tech in Health & Safety from a recognized University) in addition to minimum qualification of Graduation in Engineering and experience of minimum 2 years or
- iii) Post Graduation in Chemistry with minimum 3 Years of experience or Graduation in Science and experience of minimum 5 years in similar activities.

Qualification, skills and experience shall be verified by concerned Plant Head / Engineer In-charge in consultation with HOD (Safety). However, if Engineer - in charge found any person suitable to carry out any particular job by virtue of his experience and skills he can give relaxation in the qualification in consultation with Unit Head deploy such person.

Manpower - Contractor shall ensure that manpower employed for executing the contract is qualified, skilled and experienced as per the job requirement and has the same has been approved by respective Plant Head / Engineer In-charge. Minimum qualification of safety critical trades (e.g. Crane operators, fitters, Fabricators, Hydraulic Fitter, electricians, loco operators, etc.) shall not be less than ITI Certificate or equivalent and minimum five years of experience. Valid license and certification shall be required wherever applicable.

However, unskilled manpower can be deployed in non-hazardous activities like horticulture, keeping in non-hazardous areas, etc. but under the qualified, experienced and skilled supervision. Medical Examination - Contractor shall ensure detailed pre-employment medical examination of every worker employed to ensure the physical fitness for particular work. Thereafter, detailed medical examination every year for those working in non-hazardous environment and once in six month for those working in hazardous work environment (e.g. high noise area, high temperature zone, chemical handling, airborne coal/dust, etc). Such medical examination shall conform to applicable legal and Client's standard requirement.

Equipment, machinery and tools- Contractor shall deploy certified, healthy and fit to use equipment & machinery required to execute the contract. Internal maintenance system shall be in place to ensure that such equipments and machinery are maintained in good working conditions and safe for use by workers by all respect. Some commonly safe practices to be followed mandatorily are but not limited to:

" Heavy equipment (Truck, Tractor, Hywa, Paylodar, Bus, Excavators, etc. shall not be more than five years old and fitness of such equipment shall be certified by Client Central Maintenance Department before first use and every 3 months thereafter. However, Client may allow deployment older equipment in special cases where the equipments are maintained in excellent working condition." Cranes, lifting tools & tackles and pressure vessels shall have a valid test certification from competent authority. A list of such equipment and valid test certificates shall be submitted to respective engineer in-charge prior to first use and thereafter at the time of every renewal.

"Manual hand tools and mechanical tools shall be in good working condition and conforming to applicable standards. Handmade & temporary tools shall not be permitted to use.

" Portable power tools both electrical and pneumatic (e.g. welding machine, grinding machine, buffing machines, cutters, portable lamps, or any other equipment require electrical connection through a plug top) shall be subject to contractor's internal inspection system and certification by concerned engineer in-charge or his team.

"Contractor's mobile equipment should possess valid and current P.U.C certificate, vehicle Registration paper, Insurance and vehicle fitness certificates before obtaining gate Pass.

" Contractor/agency shall submit the following papers/certificates before obtaining gate pass of vehicles.

" Registration paper of the vehicle.

" P.U.C. certificate

" Valid insurance paper

" Vehicle fitness certificate

" Contractor/agency shall also submit renewed/ new certificates on expiry of PUC, insurance and fitness certificates timely.

Work Permit System - Contractor shall comply with Client's work permit system. All non-routine and hazardous activities shall be carried out only after obtaining a valid work permit and compliance to the safety working conditions stipulated in the particular work permit. Such activities shall be carried out under strict supervision.

Personal Protective Equipment - Client gives top most priority to the protection of workers from hazards/risks they are exposed to during their day to day activity. Contractor shall ensure the provision of personal protective equipment certified conforming to and certified by Bureau of Indian Standard or any other equivalent or higher standard. The personal protective equipment so provided to workers shall be suitable to the work he is engaged in and ensure complete protection from the particular hazards/risks. Safety helmet, safety goggles, respirator dust masks in dusty area, hand gloves, ear protection in high noise areas, safety shoes and complete body protection with cotton/fire retardant clothing are the mandatory protection to be provided. In addition to mandatory personal protection, contractor shall provide job specific protection as per the requirement (e.g. welding face shield, gas cutting goggles, leather gloves for hot work, cut resistance hand protection for sharp edge material handling, gum boots in muddy area and log grass, full body safety harness for work at height, fall protection while ascending and descending on ladders to approach height, PVC suits, hand protection and face shield for handling chemicals, etc). Life saving equipments like self contained breathing apparatus, air line respirators etc shall be provided by Client wherever required.

Contractor shall ensure that gas detectors (Carbon monoxide, Ammonia, Chlorine, Oxygen Level, Hydrogen sulphide, etc) are provided to such workers exposed to such risks to warn them for timely evacuation in case of concentration of such gases/chemicals increases beyond threshold limits.

Client keeps the right to instruct the contractor for providing specific quality of personal protective equipments failure to which Client may arrange the same in the interest of personal safety and the expenses incurred in doing so shall be deducted from contractor's running bill ( Cost + 20% margin basis)

Training/Skill Enhancement - Contractor shall have its own training and skill enhancement program in place for his employees. It is mandatory to deploy or associate with external

competent agencies to ensure that the workers are trained and their skill is enhanced with ongoing specific and refresher training programs. Contractor shall pay specific attention to the regular skill enhancement training of safety critical trades and maintain records accordingly.

Safety induction shall be mandatory for all contractor workers prior to issuance of Client gate pass. The instructor conducting the safety induction is empowered to screen any of workers not exhibit the capability of understanding the general safety rules of Client. The decision of instruction shall be the final and non-negotiable.

Contractor shall ensure conducting toolbox talks to workers by respective supervisors on daily basis. Such toolbox talks shall include the gist of standard procedure of carrying out a particular activity and job specific hazards/risks along with specific control measures/safety precautions to be implemented to prevent any untoward incident. Prevention of accident in contractor activities shall be given the top most priority.

Records of such training programs shall be maintained and submitted to Client's authorities whenever asked for.

**Working Hours** - Contractor shall ensure the working schedules in such a way that no worker extend his working hours beyond 8 hours at a stretch. In case of extreme emergency situations where work can't be stopped and reliever has not turned up, the worker may continue to extended hours by that time contractor shall arrange an alternative. This is significant to mention here that such practices are acceptable only in case of extreme emergency situations and shall not be accepted as a routine shift schedule. All workers shall be given compulsory weekly off.

**Participation in Client's Safety Activities** - Contractor shall ensure the active participation by his staff and workers in various safety activities organized by Client like safety training programs, safety committee meetings, mass safety meetings, national safety day celebrations, fire safety week observance, etc and any other safety activities.

**Safety Monitoring** - Contractor shall ensure that its supervisor and safety officers conduct safety audit/inspections on daily basis to identify unsafe acts and unsafe conditions and take timely action to avoid any accident. Record of such audits/inspections and status of compliance shall be kept up to date and shall be submitted to Client's authorities whenever asked for.

**Support System/Structure** - Contractor shall ensure that adequate support system has been established at his work site to mitigate the unexpected emergency situations (medical, unrest, accident, fire, etc.) to that timely help/assistance can be provided to affected persons.

**Response to Safety Concerns** - Contractor shall promptly respond to the safety concerns raised by Client authorities and submit the compliance status within the time-bound schedule. A record of every safety concern raised by Client authorities shall be kept up to date with compliance status and shall be submitted whenever asked for.

**Incident Reporting, Recording and Investigation** - Contractor shall report all incidents including minor or major and near-miss incidents promptly to respective Client safety department. Detailed investigation shall be carried out for all incidents and records shall be maintained along with compliance to prevent the recurrence. All major accidents shall be investigated by an independent team constituted by Client Top Management and contractor shall extend cooperation and support in timely investigation. Contractor shall also preserve facts and figures till the investigation is completed and shall be responsible for presenting eye witnesses from his team before the investigation committee for necessary interaction whenever required.

**Disciplinary Action against Safety Violations** - While Client extends its every possible support to contractors in ensuring the safety and health of its all stakeholders including contractors, it is necessary to have a disciplinary action mechanism for repeated safety violation. The table given below mentions a summary of disciplinary actions may be taken against the contractor or its employees if repeated safety violations are reported:

S. No.	Type of Safety Violation	Frequency		Action
		Monetary (Rs)	Disciplinary	
1	PPE Related	First :- 2000/-	Warning Letter-1	
		Second:-5000/-	Warning Letter-2	
		Third:-10000/-	Contract Termination	
2	Traffic Safety Related	First :- 2000/-	Warning Letter-1	
		Second:-5000/-	Warning Letter-2	
		Third:- 10000/-	Contract Termination	
3	Non-compliance to safety audit findings	First :- 10000/-	Warning Letter-1	
		Second:-20000/-	Warning Letter-2	
		Third:-30000/-	Contract Termination	
4	Lost Time Accident	First :- 20000/-	Warning Letter-1	
		Second:-30000/-	Warning Letter-2	
		Third:-50000/-	Contract Termination	
5	Fatal Accident	500000/-		Contract Termination
6.	Any other which may cause danger to life and health of workers	As decided by an independent committee constituted by Client's top management		

The above list of penalty and disciplinary actions is symbolic in nature. The same may be increased if decided by an independent committee constituted by top management for investigation of a particular case. The decision of committee shall be final and non-negotiable.

**First Aid/ Emergency Contract:** Contractor shall submit First Aid/ Emergency Contact no. to Engineer In charge and also should display it clearly at it's office & area of work. Contractor should contact Engineer in Charge in case of any First Aid/ Emergency requirement.

**General** - Above safety conditions of contract are in general. Specific safety conditions for a specific contract shall be stipulated by concerned engineer in-charge at the time of raising service request and the same shall abide by contractor. The contractor shall also comply with other safety requirements stipulated under The Indian Factories Act, State Factories Rules and other applicable acts/rules, applicable standards and Client guidelines/instructions issued from time to time.

**Header Text**

Replacement of Heat Exchanger-SMS dept.

\*\*\*\*\*

Scope of work:-

- 1) Removing of Heat Extinguisher from 40 MVA transformer.
- 2) Shifting of damaged extinguisher to Pump house after repair 3) Shifting of extinguisher to LF1
- 4) Shifting oil filtration plant to LF1
- 5) Shifting of empty oil drums to LF1
- 6) Shifting of full drums to LF1
- 7) Replacement of gaskets of heat extinguisher
- 8) Making arrangements to lift the heat extinguisher.

General terms & conditions:-

- 1) All tools, tackles & manpower are in contractor scope.
- 2) Supervision shall be done by JSPL Engineer.

Arbitration:-

- a) Arbitration, if arises, shall be resolved in accordance with the Indian Arbitration & Conciliation Act 1996 with the latest revisions.
- b) Any dispute arising out of this contract shall only be subject to the jurisdiction of district court in which plant is located.

**Terms of Payment**

100% payment shall be released within 15 days after submission of bill duly certified by the EIC of JSPL.

CONSIGNEE & TAX INVOICE(GSTIN)TO:

JINDAL STEEL & POWER LIMITED

JindalNagar,SH-63,Chhendipada Road,Nisha

Angul,759111

Tel No.:06761-264191-95

GSTIN : 21AAACJ7097D1ZS

**Payment Instruction:** Please note that you have provided following details for payments to you

**Bank A/c : 59350200000103 , Bank : BANK OF BARODA , Branch IFSC Code : BARB0TEKKAL**

**Important Note**

Contractor / Suppliers / Vendors must ensure that the Steel to be used by them for Civil, Structural and Equipment fabrication or erection works or any other activity under this Contract / PO / WO shall be of JSPL brand and is bought directly from JSPL or its authorized dealer. For details of our products, please visit website (<http://www.jindalsteelpower.com>).

In case a particular steel product of section required for the execution of this job is not produced by JSPL or its group companies, a prior written approval shall be taken duly authorized by the Unit Head at respective locations.

**For JINDAL STEEL & POWER LIMITED**

**(Authorized Signatory)**