

**REQUEST FOR QUOTATION (RFQ) / INQUIRY
FOR O&M OF OCCUPATIONAL HEALTH CENTER (OHC)
@ KMPCL, CHHATTISGARH**

O&M OF OHC – OCCUPATIONAL HEALTH CENTER	
Plant: 6x600 MW KSK Mahanadi Thermal Power Plant (TPP), Chhattisgarh	
Company Name: KMPCL	RFQ / Inquiry No: 2024-2025/KMPCL/HYD/24022508, Dated 24th February 2025
Location: Janjgir-Champa Dist. Chhattisgarh	Revision - R0

1.	Scope of Work	As per the attached Annexure – 1
2.	BOQ	As per the attached Annexure – 2
3.	Last date of Submission of offer	Within 10 days from the date of issuance of the Tender.
4.	Working Period	
	a. Duration of Work	Duration of the Work shall be one year for O&M of OHC from the zero date (starting of actual work as per NTP by Owner)
	b. Mobilization	At least 5 Days prior to the schedule of start of work.
	c. Date of Start of Work	Shall be informed during finalization of work
	d. Notice to Proceed	Shall be intimated 7 days in advance from the date of Start of work.
	e. Completion of Work	As per Point 4 (a)
	f. Validity of Work	One Year (as Standard)
6.	Payment Terms	100% upon completion of works within 30 days upon submission of Commercial invoice duly certified by IN CHARGE OF THE OHC KMPCL & Plant Head.
7.	Correspondence Address for Inquiry	KSK MAHANADI POWER COMPANY LIMITED 8-2-293/82/A/431/A, Road No. 22, Jubilee Hills, Hyderabad – 500033, Telangana. (Offer Submission) Contact: Mr. GS Bajwa – 7728888516 Email: gurpreet.b@skk.co.in , contracts@skk.co.in
8.	Site/ Works Address	KSK MAHANADI POWER COMPANY LIMITED (KMPCL), Nariyara Village, Akaltara Tehsil, Janjgir - Chempa Dist - 495553, Chhattisgarh.
9.	Special Note	Please attach stamped and signed copy of all the inquiry / RFQ documents along with your offer.

A. SCOPE OF WORK: As per Annexure-1

B. BILL OF QUANTITY (BOQ): As per Annexure-2

C. QUALIFYING CRITERIA (EXPERIENCE):

1. Bidder should possess minimum 5 years of experience in similar field.
2. Bidder should have carried out similar jobs and relevant WO Copies should be submitted prior to finalizing the order.
3. NABH accreditation is required.

The experience claimed by the bidder shall be considered, if the said experience is in the name of the bidder directly and not by subletting the contract. Firm to furnish satisfactory work completion certificate of executed orders, if not have worked with KMPCL earlier for similar job.

During the work period, the successful bidder has to depute well familiar experienced staff. Bidder has to submit the proof about the qualification and experience of staff deputed for jobs along with tender documents such as copy of appointment letters or P.F. submission Challan, for last 2 years along with qualification of personnel's who will be deputed for this work.

D. MANPOWER DEPLOYMENT PLAN: Please refer Annexure-3

- **QUALIFICATION OF PERSONNEL**
- Factory Medical officer should be AFIH certificate holder. Minimum 2 (two) Nos of AFIH Doctors are to be deployed by the Contractor.
- Nursing Staff should B.Sc. Nursing with minimum 3 year of working experience.

E. KICK OFF MEETING:

After the award of the contract the meeting has to be held at site along with the Site In-charge & Key Manager of the Bidder and CMO / Plant Head of the Owner. The purpose of this meeting shall be to understand the action plan and execution strategy for entire scope of work and accordingly submission and approval of final Mobilization and Execution plan.

1. Bidder has to submit below mentioned documents after award of work order 15 days prior to start the work i.e. prior to the Kick-off meeting.
 - a. Work plan in detail in order to execute the job as per scope of works.
 - b. Manpower deployment in detail for each job.
 - c. Instruments & Equipment.
2. The above mentioned documents has to be mutually discussed & agreed and the same should be recorded & signed off by the Bidder & CMO of Owner.

F. PAYMENT TERMS

1. Payment before WO commencement date: No payment shall be made for the mobilization activities prior to WO commencement date.
2. 100% of the monthly fee will be paid against monthly running invoices subject to compliance as under by submitting the below listed supporting documents. The payment shall be released within 30 days from date of receipt of Invoice (after duly signed by Plant Heads of Contractor and KMPCL) at KSK-Hyderabad office:
 - a. Commercial Invoice in proper format with all required details
 - b. All statutory compliance reports and proof of payments towards labour related matters, PF compliance, WC policy, vehicle documents, wages sheet, PF challan, labour welfare cess etc. of previous month, copy of salary sheets of all the Contractor's personnel deployed at site/plant.
 - c. Copy of Insurance policies
 - d. Safety compliance reports
 - e. Manpower Chart-Organogram
 - f. List of T&P's provided by the contractor.
3. Monthly Payments shall be made subject to the following:
 - a. Any deductions against KD's as per annexure 6.
 - b. Any hold amounts as per suggestions/recommendations by EIC/Plant Head of KMPCL.
4. The Contractor should ensure 100% compliances of pending issues of previous RA bill related to HR dept. Pending compliances from the Contractor shall lead to hold of the processing of the bill for the subsequent months.

G. CONTRACT SECURITY/PERFORMANCE BANK GUARANTEE

The Contractor shall submit a Contract Performance Bank Guarantee (CPBG) from a Nationalized/Scheduled Bank (Except Co-Operative Banks) for 10% value of annual contract fee. The said CPBG should have a claim period of thirty (30) days beyond validity in the favour of Owner. The format of CPBG shall be as per Annexure-7. For details, refer Annexure 6: Special Terms and Conditions (STC).

H. TERMINATION

The Owner shall be entitled to terminate this WO/contract on occurrence of any of the following conditions:

1. Notwithstanding anything contained herein and without prejudice to any other remedy for breach of contract, KMPCL reserves their right to terminate or rescind this WO by a written communication with a notice period of 30 days to Contractor if:
 - a. Contractor, in the sole judgment of KMPCL has failed to or has reason to believe that it would fail to fulfill any part of its obligation(s) under this WO or failed to adhere to any terms and conditions/key deliverables of this WO.
 - b. Contractor failed to perform in time or has improperly/inadequately performed any part of its obligation hereunder.
 - c. Contractor or any person deployed by it has, in the sole discretion of KMPCL, engaged in any activity, which is detrimental to the interests of KMPCL or results in loss or damage to the business operations, profitability or reputation of KMPCL.
2. This WO can be terminated by the Owner with a written notice of 30 days/ One Month without assigning any reason.

I. GENERAL CONDITIONS OF THE CONTRACT:**1. General Scope of Bidder:**

- a. All statutory (Insurance, PF, ESIC, LIN etc.) requirements for Bidder's employee shall be done by Bidder.
- b. The letter/certified form issued by the concerned authorities of state govt organisation should be enclosed with the Technical Bid of the Tender to evidence such registration. At the time of contract awarded to Bidder.
- c. PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).
- d. Accommodation, Transportation and Food for Bidder's employee has to be arranged by Bidder.
- e. The Bidder shall assist KMPCL in checking or issuing or arranging a certificate of fitness from certified surgeon to workers in the factory whenever required.
- f. The Bidder shall assist the factory manager in examination and identification of any worker in a factory which contracts any disease specified in 3[the third schedule] of the Factories Act 1948 and sending a notice thereof to such authorities, in such form and within such time, as may be prescribed.
- g. The Bidder shall assist factory manager to deal with government inquiry into the causes of any accident occurring in the factory or into any case where a disease specified in the [third] Schedule has been or is suspected to have been contracted in a factory.
- h. The Bidder shall assist factory manager to undertake safety and occupational health surveys and deal with such surveys ordered by the Government
- i. The Bidder shall assist factory manager in drafting notices or poster relating to the health, safety of the workers in the factory.
- j. Ambulance provided by the Contractor, for its operations & maintenance shall completely be his own responsibility. Ambulance should be in good condition not older than 5 years. Air Conditioner of Ambulance should be properly working. Ambulance should contain equipment as per Factory Act 1948 Rule (131 –B), for details refer Annexure -4B.
- k. Equipment for OHC should be as per Schedule of Factory Act 1948 Rule (131–A), for details refer Annexure -4A.
- l. ECG machine, Audiometry, Spirometry and Vision test View box should be in good condition.
- m. Waste materials generated from OHC should be dispose as per BMW rule-2016, and having tie-up with disposal agency. The scope of work for Medical Waste disposal is as given below:

- Must follow all the guidelines for Management of Healthcare Waste as per Biomedical Waste Management Rules, 2016. Biomedical waste generated from health care center needs to be handed over to Common Bio-Medical Waste Treatment Facility (CBWTF) for final disposal (through third party) and shall be in the scope of contractor.
 - Supply of medical waste disposal bags as per the colour coding shall be in the scope of the contractor.
 - Annual activation of the barcode system in the software (through third party) which will be required during disposal of biomedical waste through specified barcoded bags shall be in the scope of the contractor.
- n. The Bidder shall provide Uniform to his employees and the Uniform should have the logo of the Bidder.
- o. The rates quoted should be valid for the first 12 months initially from the date of award of contract
- p. In case, the Bidder fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against KMPCL for whatsoever reason, the security deposit /other dues/ running bills under the contract can be utilized by KMPCL to discharge the liability of the Bidder.
- q. The payment of certified monthly invoices shall be made within 30 days of invoice submission
- r. Bidder shall submit the latest General Medical Test Report of the manpower deployed by the Bidder along with the documents for issuance of necessary Gate Pass (In case of award of contract).
- s. The Bidder shall maintain all the Instruments & Equipment in healthy condition throughout the period of work. Bidder shall arrange all the required General Tools for execution of the scope of work including the testing equipment. The testing equipment and tools & tackles should be of reputed make with valid calibration certificate.
- t. Bidder should provide all safety equipment (as applicable) to their workers such as safety shoes, helmets, goggles, aprons, safety belts, appropriate hand gloves etc. Good and approved quality appliance shall be arranged and replaced by new ones as soon as worn out by Bidder at his cost.
- u. The decision of CMO shall be final in regard to all matters relating to this contract.
- v. Proper housekeeping is a must during entire work period. Hazardous material and inflammable material should be handled so as not to cause harm to the plant or people.
- w. In case of any ambiguity / dispute about any conditions of contract, Special Conditions of Contract will prevail over General Condition of Contract.
- x. All the tests carried out at site must submit test reports in spiral binding from in 2 sets.
- y. If any work/tools and tackles not mentioned above which is required for completion of the work is in the scope of Bidder.

2. General Scope of Owner:

- a. Drinking water facility shall be made available by the Owner.
- b. KMPCL reserves the right to assess the capacity and capability of the party's scrutiny to be done by CMO of KMPCL.

3. Statutory Compliance:

- a. Bidder has to produce WC policy/ESIC as applicable, before the commencement of work.
- b. All provisions of the Factory Act 1948, The Chhattisgarh Factory Rules 1950, Indian Electricity rules 1956, and other rules and regulations should be strictly adhered by the Bidder.
- c. The Bidder shall ensure compliance with all the Acts, Rules & Regulations pertaining to Health, Safety as applicable from time to time.
- d. If any of KMPCL safety officers finds that Bidder is not following the Safety Rules and regulations including use of personal protective equipment at site, he is authorized to stop your work immediately. In case of violation of rules after issue of warning letter Bidder shall be liable to penalty as decided by the concerned / safety section.
- e. Safety of the workers to be engaged in the job is Bidder's responsibility and KMPCL will not be responsible for any type of compensation to Bidder's worker, if any accident occurs during the work and Bidder will be liable for all payments, maintenance etc. to the worker / workers' family as per statute or rule in force in the State or the Country as a whole.

4. SUB CONTRACTING & STEP IN RIGHT

The Contractor may sub-contract any of its obligations under the WO with the prior written consent of the Owner to one or more sub-contractors as may be required. Such sub-contracting shall not entail any additional cost or consequences to the Owner.

Further, the Owner may require, that the Contractor agrees to an unequivocal, unconditional and irrevocable Step-in right ceded in favour of the Owner to enter into a direct contract with such Sub-Contractor, as may be required in the future.

5. **INSURANCE OF THE WORKMEN:**

The Contractor shall undertake the responsibility and ensure to have complete comprehensive insurance policy, covering their entire workforce (whether permanent or temporary) and that of their business associates, equipment (owned or Hired), tools and tackles for the package as required during the execution of the Scope of Work. For details, refer Annexure 15: General Conditions of Contract (GCC).

- a. The Bidder shall insure all his workmen for payment of compensation in case of any accident under the provision of Workmen's Compensation Act. The supporting papers/documents in this regard shall have to be submitted before start of the work.
- b. The Bidder shall ensure that all their personnel and machinery are covered adequately under an appropriate insurance policy and shall keep Owner fully indemnified against any claims arising whatsoever during the execution of the work. Bidder shall produce necessary documentary proof before the commencement of work at Site.

6. **DUE COMPLIANCE OF VARIOUS STATUTES AND SAFETY**

Contractor shall comply with all the relevant laws applicable to the deployment of personnel to perform the Scope of Work, including but not limited to laws relating to Factory Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, Provident Fund Act, Apprentices Act, Employees' Compensation Act and occupational health and safety and all other statutory enactments pertaining to workmen and labour.

Contractor shall at all times be solely responsible for the adequacy, stability and safety in the performance of the Scope of Work at Site and more particularly ensure that all persons deployed by the Contractor obey all applicable laws concerning safety and security. Contractor shall, at its own cost, provide all its personnel with the requisite safety gear and personal protective equipment (PPE) as may be required for the Scope of Work. For this purpose, Contractor shall have to depute person(s) at Site who are specifically dealing with the safety and protection against accidents and to ensure safety of its personnel and equipment.

Other Safety Points:

- a. Induction & Training: All the persons to be deployed by the Bidder have to undergo safety induction before being engaged in any job and moreover they have also to undergo safety training regularly.
- b. Bidder should provide all safety equipment's to their workers such as safety shoes, helmets, goggles, aprons, welding screen, safety belts, appropriate hand gloves etc. Good and approved quality appliance shall be arranged and replaced by new ones as soon as worn out by Bidder at his own cost.
- c. Work should be carried out with all PPEs and under KMPCL safety guidelines
- d. If any of KMPCL safety officers finds that Bidder is not following the Safety Rules and regulations including use of personal protective equipment at site, he is authorized to stop the work immediately. In case of violation of rules after issue of warning letter, the Bidder shall be liable to penalty as decided by the concerned / safety officer / IN CHARGE OF THE OHC KMPCL.
- e. Adequate supervision must be ensured during execution for compliance of safety measures.
- f. In case of injury to person, the incidence is to be reported to concerned section without delay and all legal formalities completed at earliest.
- g. Safety of the workers to be engaged in the job is Bidder's responsibility and KMPCL will not be responsible for any type of compensation to Bidder's worker, if any accident occurs during the work and Bidder will be liable for all payments, maintenance etc. to the worker / workers' family as per statute or rule in force in the State or the Country as a whole.

7. **INDEMNITY:**

The Contractor shall comply with all laws and regulations applicable for the performance of his obligations (subject services for 3 units of 6 X 600 MW KSK Mahanadi Power Company Limited (KMPCL) Thermal Power Plant) and all ethics, safety and security policies of the Owner applicable to conduct of its vendors/suppliers. The Contractor shall be liable for and shall defend, indemnify and hold the Owner harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any claim made by any third party (including, but not limited to any claim made by any governmental or statutory authority) against the Owner arising out of or in connection with the performance by the Contractor of its obligations under this WO or O&M Agreement. For details, refer Annexure 8: General Conditions of Contract (GCC).

8. ARBITRATION

All disputes or differences of whatsoever nature arising out of this WO which cannot be settled through mutual negotiations within 15 days of the same having arisen, shall finally be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or amended thereafter by a Sole Arbitral Tribunal. The venue of such arbitration shall be at Hyderabad and the proceedings shall be conducted in English. For details, refer Annexure 8: General Conditions of Contract (GCC).

9. Insurance of the Workmen:

- a. The Bidder shall insure all his workmen for payment of compensation in case of any accident under the provision of Workmen's Compensation Act. The supporting papers/documents in this regard shall have to be submitted before start of the work.
- b. The Bidder shall ensure that all their personnel and machinery are covered adequately under an appropriate insurance policy and shall keep Owner fully indemnified against any claims arising whatsoever during the execution of the work. Bidder shall produce necessary documentary proof before the commencement of work at Site.

10. Safety:

- a. Induction & Training: All the persons to be deployed by the Bidder have to undergo safety induction before being engaged in any job and moreover they have also to undergo safety training regularly.
- b. Bidder should provide all safety equipment's to their workers such as safety shoes, helmets, goggles, aprons, welding screen, safety belts, appropriate hand gloves etc. Good and approved quality appliance shall be arranged and replaced by new ones as soon as worn out by Bidder at his own cost.
- c. Work should be carried out with all PPEs and under KMPCL safety guidelines
- d. If any of KMPCL safety officers finds that Bidder is not following the Safety Rules and regulations including use of personal protective equipment at site, he is authorized to stop the work immediately. In case of violation of rules after issue of warning letter, the Bidder shall be liable to penalty as decided by the concerned / safety officer / IN CHARGE OF THE OHC KMPCL.
- e. Adequate supervision must be ensured during execution for compliance of safety measures.
- f. In case of injury to person, the incidence is to be reported to concerned section without delay and all legal formalities completed at earliest.
- g. Safety of the workers to be engaged in the job is Bidder's responsibility and KMPCL will not be responsible for any type of compensation to Bidder's worker, if any accident occurs during the work and Bidder will be liable for all payments, maintenance etc. to the worker / workers' family as per statute or rule in force in the State or the Country as a whole.

11. GOVERNING LAW AND JURISDICTION

This WO shall be governed and construed in accordance with the Indian Laws and the courts at Hyderabad shall have the exclusive jurisdiction over all disputes that arise under or pursuant to this WO. For details, refer Annexure 8: General Conditions of Contract (GCC).

12. PERSONAL CONDUCT:

Entering of any of Bidder's person into the factory under influence of alcohol / drugs is strictly prohibited. Further any act of sabotage to Owners resources with mala fide intentions shall be taken very seriously and immediate removal of the person(s) will be effected.

13. ANNEXURES FOR THE RFQ:

1. Annexure 1 : Scope of Work
2. Annexure 2 : Bill of Quantity (BOQ)
3. Annexure 3 : Manpower deployment plan
4. Annexure 4A : Equipment for OHC in Factories (Rule 131-A)
5. Annexure 4B : Equipment for Ambulance in Factories (Rule 131-B)
6. Annexure 5 : HR/IR Policy
7. Annexure 6 : Special Terms and Conditions (STC)
8. Annexure 7 : Contract Performance Bank Guarantee
9. Annexure 8 : General Conditions of Contract (GCC)
10. Annexure 9 : Code of Conduct

14. **DEVIATION:**

In case of any deviation during the submission of the offer, the bidder must fill the same in the below formats for technical & commercial deviations (if any).

• **Technical Deviation**

Sr.no	Reference Clause No.	Deviation Taken

• **Commercial Deviation**

Sr.no	Reference Clause No.	Deviation Taken

Annexure – 1
Scope of Work for Operation & Maintenance of OHC

1. BIDDER SCOPE OF WORK:

The services to be carried out by Bidder:

- a. To operate the OHC with the aim of enabling quality health care services as per the provisions of Chhattisgarh Factory Rules 1950, Factory act 1948 and Indian Electricity Rules 1956.
- b. To establish a management structure composed of executive and experienced personnel capable of proficient operation of the OHC OPD and preparedness in case of accidents and emergencies.
- c. Bidder shall provide the management of the OHC OPD during the time period of the contract. Bidder should uncover any problems endangering achievement of the goals of the OHC. The activities shall not be limited to following :-
 1. Attend to patient in emergency or needful situation b. dressing / giving injection, checking BP/Sugar check etc. under the instructions of Medical Doctor.
 2. Assist Doctor in checking of patient & in pre - employment check-ups.
 3. Maintaining of Health Records of patients and entering in data base
 4. Assisting in day-to-day activities at OHC
 5. Dispensing Medicines as per Chief Medical Officer, In charge OHC KMPCL
 6. Receiving pharmacy deliveries, checking of invoice and entering data into the Pharmacy database
 7. Duties include expiry date checking, stock takes etc.
 8. Medicines inventory and stock control
 9. Maintaining of medicines stock register etc.
 10. Disposing the medical waste in environment friendly way
 11. Any other related activity as Instructed by the DOCTOR on Duty.
- d. Ensuring the availability of 24x7 MBBS Doctors, Deployment of competent qualified manpower in on 24x7 basis factoring requisite relieving manpower.
- e. Paramedical staff provided has to get their qualification and experience duly checked and approved by the in charge OHC, Chief medical Officer.
- f. Ensuring availability of first aid materials & medicines as mutually agreed at all the times.
- g. Ensuring prompt & timely services in case of any emergency.
- h. Maintaining emergency support (oxygen, first aid box etc.) in ambulance.

2. SET-UP OF A MANAGEMENT STRUCTURE:

- a) All the Bidder staff will take instructions and report to the Chief Medical Officer, in charge of the OHC KMPCL. No work under the scope of this contract shall be done without the approval and order of the Chief Medical Officer, In charge OHC KMPCL.
- b) Bidder's Management experts should develop and apply appropriate management practices, including regular team meetings, time management, goalsetting, internal decision making, monitoring, evaluation, reporting etc. Bidder shall arrange to mobilize all the required resources to site.

3. MANAGEMENT OF MEDICAL SUPPLIES AND PHARMACEUTICALS:

Bidder shall develop a system of medical supplies and pharmaceuticals/drugsupply management based on the hospital requirements and the available resources. The system should include all aspects of management specifying the processes of forecasting, bidding, storage and continuity of supplies.

4. MONITORING, EVALUATION AND REPORTING:

- a) Bidder shall maintain an easy-to-access and complete system of records of all correspondence, internal memos, meeting minutes, and other communication related to the contract, which should be fully integrated with Occupational Health Centre record system and Management Information System
- b) Bidder shall set up the OHC Management Information system in a way that allows continuous monitoring of the OHC functions and services, but also at the same time the execution of this contract.

5. OPERATION & MAINTENANCE OF MEDICAL EQUIPMENT:

- a) Operation & maintenance of Bidder's Lab of and all expensive medical equipment (including housekeeping). Equipment's for OHC should be As per Schedule of Factory Act 1948 Rule (131 –A). Refer Annexure-4: Equipment List for OHC as per Schedule of Factory Act 1948 Rule (131 - A)
- b) Engaging qualified staff for the time of medical camps inside the plant premises in the time of need.
 - Factory Medical officer should be AFIH certificate holder. Minimum 2 AFIH certified doctors should be provided.
 - Nursing Staff should B.Sc. Nursing.
- c) ECG machine, Audiometry, Spirometry and Vision test View box should be in good condition.
- d) Waste materials generated from OHC should be dispose as per BMW rule-2016, and having tie-up with disposal agency.
- e) Assisting in performing the periodical medical Examination time to time.

6. **Ambulance:** Ambulance should be in good condition not older than 5 years. Air Conditioner of Ambulance should be properly working. Ambulance should contain equipment as per Factory Act 1948 Rule (131 –B).

Factory Act 1948 Rule (131 –B).

- In any factory carrying on 'hazardous process' there shall be provided and maintained in good condition, a suitably constructed ambulance van equipped with items as per sub-rule (2) and manned by a full-time Driver-cum-Mechanic and a Helper trained in first-aid, for the purpose of transportation of serious cases of accidents or sickness. The ambulance van shall not be used for any purpose other than the purpose stipulated herein and will normally be stationed at or near to the Occupational Health Centre.
- Provided that a factory employing less than 200 workers, may make arrangements for procuring such facility at short notice from nearby hospital or other places, to meet any emergency.
- The Ambulance should have the following equipment's.
 - **General** : - A wheeled stretcher with folding and adjusting devices, with the head of the stretcher capable of being tilted upward; - Fixed suction unit with equipment; - Fixed oxygen supply with equipment; - Pillow with case, sheets, blankets, Towels; - Emesis bag, -Bed pan, -Urinal, -Glass.
 - **Safety Equipment**: - Flares with life of 30 minutes, Flood lights; - Flash lights, -Fire extinguisher dry power type; - Insulated gauntlets.
 - **Emergency care equipment** : (i) Resuscitation : - Portable suction unit, portable oxygen units; - Bag-value-mask, hand operated artificial ventilation unit; - Airways, Mouth gage, -Tracheostomy adopters; - Short spine board, -I.V. Fluids with administration unit; - B.P. manometer, Cugg, -Stethoscope.
 - **Immobilization**: - Long and short padded boards, -Wire ladder splints; - Triangular bandage, -Long and short spine boards.

- **Dressings** : - Gauze pads-4" x 4", -Universal dressing 10" x 36"; - Roll of aluminium foils, - Soft roller bandages 6" x 3" 5 yards, -Adhesive taps in 3" roll, -Safety pins; - Bandage sheets, -Burn sheet.
- **Poisoning**: - Syrup of Ipecae, -Activated Charcoal; Pre-pocketed in doses, -Snake bite kit; - Drinking water.
- **Emergency Medicines**: - As per requirement (under the advice of Medical Officer only)

7. PENALTY CLAUSE

- a) In case any of the Doctors/Nurses/paramedical staff deployed fail to report for duty, the Bidder has to make alternate arrangement failing which penalty @2 % of daily wage (basic +DA) per person will be charged in addition to nonpayment of wages for the day. If this happens more than once in a calendar month, penalty @ 5 % of daily wage (basic +DA) will be deducted in addition to non-payment of wages for the day.
- b) Industrial Unrest: There should be no industrial unrest by the persons deployed by the bidder. In case of any industrial unrest, 2.5% of the Monthly fee (per instance) shall be deducted from the Invoice of the bidder from the respective monthly Invoice. In case of multiple occurrences, the Contract shall be reviewed by the Owner and suitable action shall be taken (including termination of the Contract). This clause shall be applicable only if the reason of the unrest is attributable to the bidder.
- c) The Bidder is liable in case of damage to any property and loss caused to KMPCL
- d) The Bidder is liable in case of downtime of the OHC Management Information system

8. KPI MEASUREMENT

- a) To be assessed by the in- charge OHC in accordance with the functions of OHC.
- b) Following the instructions and assisting the OHC main functions.

ANNEXURE – 2

BOQ FOR OPERATION & MAINTENANCE OF OHC

Sr. No	Description	Quantity	Unit	Rate	Amount
1	Operation and Maintenance (O&M) of Occupational Health Centre (OHC)	12	Month		
Total Basic Value					
GST @ 18% (If Applicable)					
Total Value (Basic + GST)					

Annexure 3 Manpower Deployment Plan

Sl.No.	POSITION	Minimum Manpower	Relivers	Total Manpower
1	Medical Doctors, Minimum 2 (two) Doctors must be AFIH, qualified (Industrial Health Doctor)	3	1	4
2	Nursing Staff SSLC Pass/NPN with 1. B.Sc in Nursing Nursing with 3 years relevant experience or 2. 'A' Grade Certificate in General Nursing.	3	1	4
3	Dresser cum Compounder must be minimum educational qualification of SSLC Pass with a recognized qualification, and work experience certificate	3	1	4
4	Housekeeping/Sweeper	2	0	2
5	Ambulance Driver must have work experience in similar role.	3	0	3
TOTAL MANPOWER		14	3	17

Notes:

- 1 AFIH Doctor shall provide training in OHC staff Safety , training for Hazard ident Mangement.manual/safety requirements.
- 2 Manpower working in general shift shall not come on Sundays & Owner de Manpower working in shift shall be available on 365 days a year.
- 3 Bidder shall propose the tentative nos. of relievers to be deployed. However, LD shi on the basis of minimum manpower which is required by the Owner.
- 4 If any additional manpower is required by KMPCL, same shall be deployed by the cc above mentioned rates or as per the mutual agreement based on the duration of the the manpower which ever is feasible.

Annexure - 4A

Equipment for OHC in Factories (Rule 131-A)

- **Equipment for Occupational Health Centre in Factories:**

1. A glazed sink with hot and cold water always available.
2. A table with a smooth top at least 180 x 105 cm.
3. Means for sterilizing instruments.
4. A couch.
5. Two buckets or containers with close fitting lids.
6. A kettle and spirit stove or other suitable means of boiling water.
7. One bottle of spiritus ammoniac aromaticus (120 ml.)
8. Two medium size sponges.
9. Two 'Kidney' trays.
10. Four cakes of toilet, preferably antiseptic soap.
11. Two glass tublers and two wine glasses.
12. Two clinical thermometers.
13. Two tea spoons.
14. Two graduated (120 ml.) measuring glasses.
15. One wash bottle (1000 cc.) for washing eyes.
16. One bottle (one litre) carbolic lotion 1 in 20.
17. Three chairs.
18. One screen.
19. One electric hand torch.
20. An adequate supply of tetanus toxide.
21. Ceramine liquid (60 ml.).
22. Tablets, antihistaminic, antispasmodic (25 each).
23. Syringes with needles 2 cc, 5cc and 10 cc.
24. Two needle holders, bid and small.
25. Suturing needles and materials.
26. One dissection forceps.
27. One dressing forceps.
28. One scalpels.
29. One stethoscope.
30. Rubber bandage-pressure bandage.
31. Oxygen cylinder with necessary attachments.
32. One Blood Pressure apparatus.
33. One Paterlar Hammer.
34. One Peak-flow meter for lung function measurement.
35. One Stomach wash set.
36. Any other equipment recommended by the Factory Medical Officer according to specific need relating to manufacturing process.

Annexure -4B

Equipment for Ambulance in Factories Factory Act 1948 Rule (131 –B)

- A. In any factory carrying on 'hazardous process' there shall be provided and maintained in good condition, a suitably constructed ambulance van equipped with items as per sub-rule (2) and manned by a full-time Driver-cum-Mechanic and a Helper trained in first-aid, for the purpose of transportation of serious cases of accidents or sickness. The ambulance van shall not be used for any purpose other than the purpose stipulated herein and will normally be stationed at or near to the Occupational Health Centre.
Provided that a factory employing less than 200 workers, may make arrangements for procuring such facility at short notice from nearby hospital or other places, to meet any emergency.
- B. The Ambulance should have the following equipment's:
1. General:
 - A wheeled stretcher with folding and adjusting devices, with the head of the stretcher capable of being tilted upward.
 - Fixed suction unit with equipment.
 - Fixed oxygen supply with equipment.
 - Pillow with case, sheets, blankets, Towels, Emesis bag, Bed pan, Urinal, Glass etc.
 2. Safety equipment: -
Flares with life of 30 minutes,
Flood lights, Flash lights,
Fire extinguisher dry power type, Insulated gauntlets etc.
 3. Emergency care equipment
 - (i) Resuscitation: Portable suction unit, portable oxygen units, Bag-value-mask, hand operated artificial ventilation unit, Airways, Mouth gage, Tracheostomy adopters, Short spine board, I.V. Fluids with administration unit - B.P. manometer, Cugg, Stethoscope.
 - (ii) Immobilization: Long and short padded boards, Wire ladder splints, Triangular bandage, Long and short spine boards.
 - (iii) Dressings: Gauze pads-4" x 4", Universal dressing 10" x 36", Roll of aluminium foils, Soft roller bandages 6" x 3" 5 yards, Adhesive taps in 3" roll, Safety pins - Bandage sheets, Burn sheet.
 - (iv) Poisoning: - Syrup of Ipecae, Activated Charcoal, Pre-packeted in doses, Snake bite kit, Drinking water.
 - (v) Emergency Medicines: As per requirement (under the advice of Medical Officer only)

Annexure – 5

HR-IR Policy & Manpower Deployment Compliance for Service Contracts

- A. HR-IR POLICY:** Contractor/ Agency shall, in respect of the scope of work under the Contract, fulfil the following obligations:
- a. Follow State industrial policy and ensure that 90% of the unskilled employees, 50% of the skilled manpower and 33% of administrative staff are recruited from the state or as amended by any Government Law.
 - b. **Before the commencement of work or deployment of any manpower therefore, obtain all registrations/ licenses/ permissions as may be required by law or regulations, including but not limited to;**
 - License under Contract Labour (Regulation & Abolition) Act'1970 s applicable in the State of Chhattisgarh, when employing 20 (twenty) or more workmen.
 - License under Inter State Migrant Workmen (Regulation of Employment & Conditions of Service) Act'1979 s applicable in the State of Chhattisgarh, when employing 5 (five) or more workmen.
 - Code/Sub-code number under the Employee's Provident Fund & Miscellaneous Provisions Act, 1952 (Rate of contribution shall be @ 12% of basic wages & DA if applicable up to the wage ceiling as per the act per month)
 - Code under the Employees State Insurance Act' 1948, if applicable.
 - To cover all employees who are not covered under the Employees' State Insurance Act under an Insurance Policy covering all statutory liabilities arising at all times by Contractor, arising out of accidents occurring as a result and during the course of employment.
 - Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act'1996 and Building & Other Construction Workers Welfare Act'1996.
 - c. **Observe and comply, at all times, with the provisions of all applicable labour laws made or notifications issued there under, including but not limited to the following:**
 - Contract Labour (Regulation & Abolition) Act'1970
 - Employee's Provident Fund & Miscellaneous Provisions Act, 1952
 - Employee State Insurance act 1948 (if applicable)
 - Minimum Wages Act'1948
 - Factories Act'1948
 - Payment of Wages Act'1936
 - Equal Remuneration Act'1976, if applicable
 - Inter State Migrant Workmen Act'1979
 - Apprenticeship Act
 - Bonus Act
 - Any other applicable acts current or future.
 - d. Maintain all statutory records/registers and file regular returns within the timelines specified under the afore mentioned statutes and make available copies thereof at the site at all times, on demand to the office of Company's Head (IR) or its authorized representatives;
 - e. Pay to all the personnel deployed, not less than the Minimum Wages as fixed by the Competent Authority of the Government of Chhattisgarh from time to time.
 - f. Submit to company every month, proof of all payments and other compliances under afore mentioned statutes, along with register of wages, and due acquaintances for payment of wages to all personnel deployed.
 - g. **For the effective performance of the scope of work under the Contract, Contractor shall strictly adhere to the following work practices:**
 - Commence or perform work only in terms of and under a valid work order issued by the company.
 - In case of Contract for service delivery like Security, House Keeping, Operations etc work will be based on the terms of the Contract as the delivery will not be based on work orders.
 - Before commencement of the scope of work, intimate in writing the actual date of commencement of the work and similarly, upon completing the scope of work, intimate the date of completion

Annexure – 5

HR-IR Policy & Manpower Deployment Compliance for Service Contracts

- Deploy personnel only with the prior notice to Company, furnishing details such as name, age and address (with two recent passport size photographs)
 - Ensure that persons below 18 years of age are never deployed or employed on any part of the scope of work
 - Ensure that no Interstate migrant workmen is engaged without the specific permission in writing from the Company
 - Ensure use of standard Instruments & Equipment's which are in good working condition and replace as per the requirement, in order to avoid any accident at site and its periodical test report should be kept.
 - Ensure that drivers engaged for driving vehicles deployed inside the site holds valid driving license and furnish copy of the same to Company's IR Department.
 - Ensure that the vehicles not having valid registration certificate or insurance or number plates or PUC Certificate are not brought inside the site or used in the performance of the scope of work.
 - Take full responsibility for and ensure:
 - ✓ Good behaviour and conduct of the personnel deployed
 - ✓ No personnel deployed engages in any act detrimental to the interests of the company
 - ✓ Any dispute between among personnel deployed or between them and the Contractor, on any aspect whatsoever is sorted out and resolved promptly without affecting the continuity of flow of any part of scope of work.
 - ✓ Be in continuous co-ordination with company's designated representatives to report the progress of the scope of work.
 - ✓ Contractor will maintain service records all workman working with him and copy of the same will be submitted to KMPCL IR Department.
 - ✓ Prior to termination/separation of the workman Contractor/ Agency will inform to KMPCL IR Department on the reasons for the same and take inputs from IR Department of the Company before the final action is taken by concerned Contractor/ Agency.
- h. Contractor shall, at all times, fulfil the following obligations in relation to safety in the performance of scope of work.
- Obtain work permit from company's safety department and adhere to all safety regulations, including those prescribed by the company.
 - Issue identity cards to all personnel deployed on the scope of work, with the photo, name, blood group and Contract phone number in case of emergency, under the seal and signature of the Contractor and ensure that the personnel do wear it without fail while performing the scope of work.
 - Issue gate passes while bringing in materials/ equipment/ vehicles inside the site premises and obtain similar gate passes while taking out the same outside the premises.
 - In case of any accident to any of the personnel while on duty take care of medical treatment and pay due compensation under law
 - Provide to all personnel at Contractor's own cost, personal protective equipment such as Helmets and Safety Shoes as prescribed by Company. Ensure safety and security of all personnel deployed and strict adherence by such personnel of all the safety rules & regulations and safe work practices under law or that may be prescribed by the owner.
- i. Contractor shall intimate Company's IR Department at least three days in advance of making payment of wages to personnel deployed, informing the date, time and venue of disbursement of such wages, to enable the presence of authorized representative of Company for certifying the payment of such wages as per wages sheet and confirm acquaintance. The place of salary disbursement shall be at the work site. In case, payment made through bank, a copy of payment sheet along with bank advice stamped by the Bank authority will be submitted to IR Department.
- j. Contractor will be responsible for loss/damage sustained by Contractor to its property or personnel on any account whatsoever, including in case of any accident, due to non-adherence of safety and security regulations.

Annexure – 5

HR-IR Policy & Manpower Deployment Compliance for Service Contracts

- k. The contractor shall completely be responsible for maintaining Industrial peace. He shall take all effective measures to ensure that no un-rest or disturbance takes place which may affect normal operations. In such cases the company shall recover such amounts equivalent to the losses incurred on account of loss of business / revenue, cost of idle equipment, damages to property or personnel. It is the responsibility of the contractor to secure all equipment's and other assets given in his position or which he is handling / operating within his battery limits and related to his scope of work from theft, sabotage & wilful damage. In such an event the company shall recover the damages from the bills or any amounts payable to the contractor.
- l. Company shall be entitled, at its absolute discretion, refuse entry or seek removal forthwith of any personnel deployed by Contractor whom Company may, at its sole discretion, find unsuitable or not complying with the requirements stipulated under this Contract. The Contractor shall thereupon provide a substitute or substitutes for the personnel so refused or sought to be removed and ensure that no part of the scope of work hereunder or the scheduled date of completion suffers thereby.
- m. The deployment, employment and supervision and the control of work done by the Contractor's personnel shall and shall always be construed to be that of the Contractor. The Company or its Directors/Officers shall in any way be concerned with or be responsible for the same or any aspect of the same.
- n. Contractor shall designate and notify to Company a person or persons who shall be point(s) of Contact for the Company on all aspects of the scope of work and communication to such designated person(s) shall be conclusive in nature.
- o. Notwithstanding anything contained herein, there shall be no privity of Contract whatsoever between Company and the personnel deployed by the Contractor or any other agency engaged by the Contractor, on any aspect whatsoever and Company shall not entertain any claim whatsoever from them on any account.
- p. Contractor shall observe the same holidays as that declared by Company and in case of emergency or shift working deploy manpower irrespective of any holiday. In case the scope of contract envisages 24/7 working (continuous working), the contractor shall plan and deploy his resources and execute accordingly.
- q. All payments by Company to Contractor under the Contract will always be subject, inter alia, to fulfilment and production of proof thereof by Contractor of its statutory obligations in relation to performance of the scope of work hereunder, including but not limited to those stipulated hereinabove.
- r. **Termination of Contractor/ Agency under the terms of Contract either by the Agency or KSK or due to completion of Contracted work, Contractor/ Agency to complete the following activities prior to finalization of his Final settlement.**
- All Released employees full and final settlement to be completed taking the following into consideration.
 - Payment of salary for days' due
 - Encashment of accrued leave
 - Payment of bonus accrued for the period
 - Payment of gratuity.
 - Form no 13 under Provident Fund Act.
 - Any other dues under the terms of employment or statute
 - Submission of copy of full and final settlement done with Cheque no/Bank Statement or signed copy of final payment acknowledged by the employee to be submitted to IR team of KMPCL
- s. **In the event of failure of Contractor to fulfil its obligations stipulated hereinabove or in the Contract:**
- Contractor shall be liable to indemnify and keep indemnified and hold harmless the Company, its directors, officers, workmen, agents, affiliates and representatives from and against any and third party liability or injuries (including death), direct and actual damages, liabilities, fines, penalties or

Annexure – 5

HR-IR Policy & Manpower Deployment Compliance for Service Contracts

expenses (including reasonable legal expenses) of any kind or nature whatever as may be payable under applicable law arising out of, resulting from, or relating to such failure.

- Company may (but not obligated to) fulfil the same, including payment any liability that may arise thereby, either voluntarily or upon receipt of any request or complaint in that regard, and recover the same from any amounts due to Contractor under the Contract and in case there is no such amount due, to recover the same from Contractor with interest @ 24% p.a.
- Ensure a proper antecedent check is done on personnel to be deployed so that their deployment is not detrimental to the interests of the Owner or to the performance of the scope of work;
- Contractor shall raise the Monthly bills based on the actual deployment of site personnel on this assignment or completion of work as per KD as defined under the contract

B. MANPOWER DEPLOYMENT COMPLIANCE: Contractor/ Agency shall, in respect of the manpower deployed under the Contract, fulfil the following obligations:

HR Compliance - general conditions for Manpower deployment

The following General Terms and Conditions shall apply in relation to manpower deployed for the performance of the Scope of Work under the Contract and shall be in addition to and not in derogation of any other terms and conditions stipulated in the Contract.

The Contractor shall, in respect of the Scope of Work under the Contract and the personnel deployed for the performance thereof, fulfill the following obligations:

- a. Monthly HR Report as per prescribed format to be submitted. This report should be part of overall MIS of the agency / contractor.
- b. Prior permission to be taken by agency / contractor HR SOPC from CMO in case of transfer / separation of Key Personnel (staff) to other locations.
- c. Agency / contractor have to provide contract copies of sub-contracted jobs with documents of certification by KSK CMO and Contracts Department along with complete details as per specified format.
- d. Agency / contractor HR should abide by the defined recruitment process to ensure deployment of quality manpower as required under Contract. Any deviation shall be approved by CMO and the Contracts Department. Possible positions requirement (vacancies) should be planned, and measures for timely recruitment taken in advance, considering the lead time for placing new employees on the job.
- e. Owner shall be entitled at its absolute discretion and without assigning any reason whatsoever therefor, refuse entry or seek removal forthwith by the agency / contractor of any personnel deployed by agency / contractor whom Owner may, at its sole discretion, find unsuitable or not complying with the requirements stipulated under this Contract. The agency / contractor shall accordingly arrange to remove and further prevent such persons(s) from entering the premises of the establishment. The agency / contractor shall thereupon provide a substitute or substitutes for the personnel so refused or sought to be removed and ensure that no part of the Scope of Work hereunder or the scheduled date of completion suffers thereby.
- f. The agency / contractor shall designate SPOC from HR / IR who shall interact with concerned HR / IR departments regarding day to day issues and submission of reports.
- g. The agency / contractor shall ensure ongoing upgradation of skills of his personnel's through different training programs. Based on his performance specific skills gaps shall be identified and training given to fill up the same. A periodic review of skill sets and skill gaps shall be undertaken.
- h. Although imposition of penalty is not envisaged, any deviation / non-compliance with the clauses stated herein shall attract penal measures, including deductions from any bills / amounts payable at the some discretion of the owner.

Annexure - 6
Special Terms and Conditions (STC)

1.0 TENURE OF CONTRACT:

1.1 Contract tenure shall be **Twelve (12) months** from Contract commencement date and same can be further extended for **Twelve (12) months** by Owner on mutually agreed terms and conditions at its own discretion.

2.0 MOBILIZATION/DE-MOBILIZATION:

2.1 The Contractor shall mobilize 100% of the Contractual manpower, T&Ps and consumables on or before Contract commencement date.

2.2 The Contractor shall take prior approval of the Owner's representative before commencing any Mobilization/De-mobilization activities at the Site.

3.0 CONTRACT PERFORMANCE GUARANTEE:

3.1 The Contractor shall submit a Contract Performance Bank Guarantee (**CPBG**) from a Nationalized/ Scheduled Bank (Except Co-Operative Banks) for **10% value of annual Contract fee**. The said CPBG should have a claim period of thirty (30) days beyond validity in the favour of Owner.

3.2 The format of CPBG shall be as per Annexure-7.

3.3 The CPBG shall be submitted within one (1) month from the date of signing of the Contract, failing which the Owner reserves the right to cancel the Contract.

4.0 PAYMENT TERMS:

4.1 Payment before Contract commencement date: No payment shall be made for the mobilization activities prior to Contract commencement date.

4.2 100% of the monthly fee will be paid against monthly running invoices subject to compliance as under by submitting the below listed supporting documents duly signed by Plant Heads of Contractor and KMPCL:

4.2.1 Commercial Invoice in proper format with all required details

4.2.2 All statutory compliance reports and proof of payments towards labour related matters, PF compliance, WC policy, vehicle documents, wages sheet, PF challan, labour welfare cess etc. of previous month, copy of salary sheets of all the Contractor's personnel deployed at site/plant.

4.2.3 Copy of Insurance policies

4.2.4 Safety compliance reports

4.2.5 Manpower Chart-Organogram

4.3 Monthly Payments shall be made subject to the following:

4.3.1 Any deductions against KD's as per Annexure 3.

4.3.2 Any hold amounts as per suggestions/recommendations by CMO/Plant Head of KMPCL.

4.4 The Contractor should ensure 100% compliances of pending issues of previous RA bill related to HR dept. Pending compliances from the Contractor shall lead to hold of the processing of the bill for the subsequent months.

5.0 TAXES & DUTIES:

5.1 The Contract Price is exclusive of Goods and Services Tax (GST).

5.2 GST shall be as per prevailing rates. Present rate of GST is 18% of the Basic Amount.

5.3 If the Contractor succeeds to avail any other tax benefits, the same shall be passed on to the Owner unconditionally.

5.4 TDS shall be deducted as applicable.

Annexure - 6
Special Terms and Conditions (STC)

5.5 Any statutory variation in the taxes and duties after the Contract date shall be to the account of the Owner.

6.0 PENALTIES FOR PERFORMANCE:

6.1 The penalties against the shortfall in guaranteed performance parameters and other violations in the Contractor's obligation will be applicable as per Annexure-3.

6.2 Annexure 3 will be applicable for Man-day rates of each category for calculating the penalties in case of any default in maintaining the minimum man power count by the Contractor.

6.3 The penalties will be calculated as per the Performance evaluation sheets.

7.0 OTHER TERMS & CONDITION:

7.1 Compliance of Chhattisgarh Government R & R policy: Shall be applicable as per State Govt. policies.

7.2 Facilities to be provided by KMPCL:

7.2.1 Closed/Open Space for office & Contractor's store on "as is where is" basis.

7.3 Reports and MIS:

7.3.1 Daily, weekly and monthly reports to be submitted by the Contractor.

7.3.2 Accidental and incidental reports on occurrence to be submitted by the Contractor- Frequency of submission will be as stipulated under the statutory guidelines.

7.3.3 Monthly reports on the key deliverables (signed jointly by Site Heads) to be submitted by the Contractor by 5th of succeeding month.

7.3.4 Any other report as required by KMPCL to be submitted by the Contractor

7.3.5 Monthly Review meetings to be held at site involving KMPCL site Head, Contractor's site head and Contractor's Project Manager/Account manager based at their HO. To be held not later than 10th of every month.

7.3.6 Meeting at KMPCL Hyderabad Head Office as and when required by KMPCL.

7.4 Subcontracting:

7.4.1 Unless and until there is a prior consent in writing from KMPCL, the Contractor cannot sublet any part or complete job to an outside vendor.

7.5 Contractor's Obligation

7.5.1 Accommodation, transport and canteen for their labor and employees to be arranged by the Contractor. Accommodation if available any with KMPCL shall be provided on chargeable basis to Contractor on "as is where is" basis.

7.5.2 During the Contract period, if the labour cost increases, then the responsibility lies with the Contractor to carry out the job at the awarded value without having any extra financial implication to Owner.

7.5.3 Contractor shall follow the Site Safety Plan and other statutory requirements regarding occupational health and safety which shall be strictly adhered to as described in OHS manual, applicable rules e.g. The Factory Act, State Factory Rules, etc.

Annexure 7: Contract Performance Bank Guarantee - Format

Contract Performance Bank Guarantee

To

KSK Mahanadi Power Company Limited,
8-2-293/82/A/431/A
Road No.22, Jubilee Hills,
HYDERABAD – 500 033

WHEREAS, M/s. ---, having its Registered Office at ----- (hereinafter referred to as “The Contractor”) has undertaken, in pursuance of Letter of Intent/ work order No. ----For ----- for 4x600 MW KSK Mahanadi Power Company Limited hereinafter called “The Lol/WO”

AND WHEREAS it has been stipulated by you in the said Lol/WO, that the Contractor shall furnish security deposit by way of performance bank guarantee for an amount of **Rs. -- /- (Rupees ----- Only)** towards due performance of the obligations in accordance with the Lol.

AND WHEREAS, we _____ Bank, a body corporate incorporated in _____ as per provisions of Companies Act existing in the region and having its Registered Office at _____ (hereinafter referred to as ‘the said bank’), in consideration thereof, have agreed to give you an irrevocable Guarantee in the form of Performance Bank Guarantee.

THEREFORE WE hereby confirm that we are Guarantors and we undertake and bind ourselves irrevocably to pay to you the sum in aggregate not exceeding up to a total of **Rs. --- /- (Rupees ----)** and we undertake to pay you immediately without protest, upon your first written demand stating that the Contractor has failed to fulfill his obligation according to the terms of the Lol/WO and that the amount claimed is due by way of loss or damage caused by reason of breach by the Contractor of any of the terms or conditions contained in the Lol/WO declaring the Contractor to be in default under the Lol/WO, any sum or sums due within the limits of **Rs. ----- /- (Rupees -----)** as aforesaid.

Notwithstanding anything to the contrary, your decision as to whether the any failure/deficiency of the Contractor in performance of the Obligation has occurred and the amount or amounts to which you are entitled by reason thereof, will be binding on us (Guarantor) and we shall not be entitled to ask you to establish your claim/claims under this guarantee and we will pay you the sum promptly on first written demand made by you without any protest or demur forthwith

We further agree and undertake to pay you any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit or proceedings before any court or tribunal relating thereto.

The neglect or forbearance of **KSK Mahanadi Power Company Limited** (hereinafter called the Beneficiary) in enforcing and payment of money the payment whereof is intended to be hereby occurred or the giving of time by the Beneficiary for the payment thereof shall in no way release the Guarantor from its liability under this deed.

Beneficiary and Contractor will be at liberty to vary and modify the terms & conditions of the said The Lol”/WO, notice of which modification to the Guarantor is hereby waived and the same shall be deemed to have been done with the accent of the Guarantor.

This Guarantee shall not be affected by any change in the constitution / management of Beneficiary / Contractor / Bank by absorption with any other body, corporation or otherwise and this Guarantee will be

Annexure 7: Contract Performance Bank Guarantee - Format

available for enforcement by such body or corporation.

This guarantee is valid until ---- unless it is extended by the bank, on the request of **The Contractor**.

All claims under the guarantee shall be payable at _____.

This Bank Guarantee shall be governed by Indian Laws and Courts at _____ shall have exclusive jurisdiction relating to any dispute arising out of the terms of this bank guarantee.

In order to give effect to this Guarantee, Beneficiary will be entitled to act as if Bank were the principal Debtor.

Notwithstanding anything contained herein:

a) The liability of the Bank under this Bank Guarantee shall not exceed **Rs. --- /- (Rupees ----- Only)**.

This bank Guarantee shall be valid up to ---- and

b) Unless you serve upon the bank a written claim or demand on or before _____ all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to us.

For _____,

Manager

Manager

Annexure 8

GENERAL CONDITIONS OF CONTRACT (GCC)

KSK MAHANADI POWER COMPANY LIMITED

Annexure 8
GENERAL CONDITIONS OF CONTRACT (GCC)

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Annexure 8
GENERAL CONDITIONS OF CONTRACT (GCC)

DEFINITIONS:

1. "Affiliate" shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management of the company, partnership or other person in question, and "controlled" shall be construed accordingly
2. "Agreement" shall mean the Agreement between the Company and the Service Provider
3. "Business day" shall mean any day on which Scheduled Commercial Banks are open to transact normal banking business in Hyderabad
4. "Change in Law" shall have the meaning ascribed thereto in the contract
5. "Codes and Standards" shall mean the applicable standards and codes in international as well as Indian perspective.
6. "Company/Owner" shall mean the entity awarding the Contract.
7. "Competent Authority" shall mean any local or national or supra-national agency, authority, department, inspectorate, ministry, official, court, tribunal, or public or statutory person (whether autonomous or not) of the Republic of India (including but not limited to any Government Agency) which has jurisdiction over the parties to, or the subject matter of, this Agreement or any of the other Plant Agreements, and this definition includes, for the avoidance of doubt, any authority that may affect the Owner's or the Operator's ability to cost or perform any of its or their obligations under the Plant Agreements or any authority that gives consents or permits (including Permits).
8. "Completion" Shall mean that the Facility have been fully commissioned/completed as per the Scope/Specifications stipulate in the Agreement and subject to all other provisions required to be fulfilled in this regard and in accordance with the Contract.
9. "Consultant" shall mean an agency providing consultancy services to the Company, in any capacity and subject relevant to the Contract.
"Contract Commencement Date" Shall mean the date from which the Services commence by the Contractor at site.
10. "Contract Year" shall mean each twelve Month period commencing from the Effective Date of the contract.
11. "Contract" Shall mean the Agreement/Service Order/Work Order, and terms and conditions contained therein executed, in accordance with the applicable law, between the Company and the Service Provider along with the documents referred to therein, for successful execution of the terms and conditions of the Contract.
12. "Contractor/Service Provider" shall mean all contractors of the Company in relation to the Service, and their respective subcontractors, all in their respective capacities as such and the successors and permitted assigns of any of the foregoing.
13. "Contract Document(s)" shall mean and include the Contract/ Service Order including all Schedules and Annexure, the GCC including all Annexure, Technical Specifications including all annexure, schedules and Drawings, Notice to Proceed by the Company and subsequent amendments to the foregoing. In case of any conflict or contradiction arise between the Contract Documents inter se. For all documents of the contract, the one bearing a later date shall prevail over the earlier dated document.
14. "Contract Period" shall mean the period commencing from the effective date, until the expiry date or date of early termination in accordance of the contract
15. "Contract Price" Shall mean the sum specified in the Contract and to be paid to the Company for all obligations as per the various provisions of the Contract and the documents referred to therein, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract and the documents referred to therein.
16. "Day(s)" shall mean 24 hours period beginning and ending at 00:00 hours IST.

Annexure 8
GENERAL CONDITIONS OF CONTRACT (GCC)

17. "Defect Liability Period" shall mean the period more specifically set out in the contract, during which Service Provider shall remain liable at its own cost and expense for all repairs and/ or replacement of any Defects, manufacturing, technical or otherwise, or any bad work man ship or any non-performance of any of the supplies or services rendered under the Contract.
18. "Dispute" shall mean any dispute or difference of any kind between the Company and the Service Provider, in connection with or arising out of the contract including but not limited to any issue on the interpretation and scope of the terms of the contract.
19. "Drawings" Shall mean all drawings referred to in the Contract, or Specifications and any modification of such drawings Approved in writing and shall include:
 - Drawings furnished by the Company/ Consultant as a basis for the Contract;
 - Supplementary drawings furnished by the Company/ Consultant to clarify and to define in greater detail the intent of the Contract;
 - Drawings furnished by the Company/ Consultant 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 Owner.
20. "Effective Date" shall mean the date of signing of this Agreement.
21. "Final Acceptance" shall mean the Company's written acceptance of the contractor's performance under the contract as specified in the accompanying Scope/Specification or otherwise as agreed in the Contract.
22. "Final Acceptance Certificate" shall mean the certificate issued by the Company to the Contractor at the time of Final Acceptance or otherwise as agreed in the Contract.
23. "Force Majeure" or "Force Majeure Event" shall have the meaning ascribed thereto in Article of the Contract
24. "GCC" shall mean shall the General Conditions of Contract.
25. "Insurances" shall mean the insurance cover to be obtained and maintained by the Parties
26. "Intellectual Property Rights" shall mean all patent, trademark, copyright, design right, trade secret, mark or other intellectual property rights in and to the Works/Facilities licensed, granted or assigned by Company or any Company's Affiliate to, or otherwise vested in, pursuant to the Contract and more specifically set out in the contract.
27. "Law" Shall mean and be applicable to statutes, bylaws, rules, regulations, notifications, framed and issued by the Appropriate Authority from time to time. The laws will include all local, state, national or other laws that affect the performance of the Contract in whatever capacity.
28. "Liquidated Damages" shall mean any liquidated and ascertained damages calculated and payable by the Service Provider to the Company under the Contract.
29. "Losses" shall mean any and all liabilities, losses, damages, claims, costs, obligations, charges and expenses (including without limitation reasonable attorneys' fees) of whatsoever kind or nature.
30. "Material" shall mean all materials, documents and computer software, whether in electronic format or otherwise used, created, prepared or developed by the Operator or its employees, representatives or Sub-Contractors pursuant to or otherwise in connection with this Agreement, including but not limited to all manuals, data, designs, drawings, plans, specifications, reports and accounts.
31. "Mobilization" shall mean transporting/establishing of sufficiently adequate infrastructure by the Contractor at "Site" comprising of equipment, aids, tools, tackles including setting of Site offices/Stores with amenities such as power, water, communication, conveyance etc. establishing manpower organization comprising of Construction Manager, engineers, supervising personnel and an adequate strength of skilled, semi-skilled and unskilled workers, who, with the so established infrastructure shall be in a position to commence execution of work at Site(s), in accordance with the agreed quality and HSE (Health, Safety and Environment) requirements and complete the same within the Completion period.
32. "Month" shall mean a period that starts at 00:00 local standard time the first day of any calendar month and ends at 24:00 local standard time of such calendar month.

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33. "Party or Parties" Shall mean the Company or Service Provider as applicable individually and / or collectively.
34. "Purchase Order/Service Order" shall mean the document recording the specific Services to be carried out under this Agreement, from time to time.
35. "Permit" shall mean any authorization, approval, decision, license, ruling, permit, certification, exemption, variance, filing or registration by or with any Competent Authority required for the operation, maintenance, ownership or possession of the Facility.
36. "Person" shall mean, unless specified, a natural person, corporation, society, partnership, joint venture, unincorporated association or other entity, including a Competent Authority.
37. "Pre-commissioning" shall mean the testing, checking and other requirements specified in the Specifications that are to be carried out in preparation for Commissioning.
38. "Prudent Utility Practices" shall mean the exercise of that degree of skill, diligence, prudence, foresight, and operating/maintenance practice generally followed internationally by highly qualified, prudent professionals.
39. "Representative" shall mean, for each Party, a Person designated by notice in writing to the other Party.
40. "Scope" shall mean the scope of work as defined in the contract
41. Securities shall mean all performance guarantees including Bank Guarantee, letter of Credit or any other form of security as stipulated under the Contract.
42. "Service/services" shall mean any or all of the obligations to be performed, responsibilities to be carried out pursuant to this Agreement, including any Additional Services.
43. "Specifications" Shall mean all referred standards, various technical guidelines, technical documents/Specifications, provisions and requirements attached and referred to in Contract/Service Order and forming part of the Contract Document(s) which pertain to the method and manner of performing the Facilities, to the quantities and qualities of the Work and the materials to be furnished under the Contract for the Work, as may be amended/modified/reinstated from time to time
44. "Store" shall mean storage of all kind of (included but not limited to) engineering spares, consumables, tools & tackles, administrative infrastructural goods etc.
45. "Stores Management" shall mean complete management of receipts, issue and accounting of stores & ensuring safe custody and preservation as per standard norms.
46. "Sub-Contract" shall mean any contract (except this Agreement) entered into by the Service Provider, or a Sub-Contractor, and a third party for the carrying out of any of the responsibilities or obligations of the Operator under this Agreement.
47. "Sub-Contractor" shall mean any person carrying out any of the responsibilities or obligations of the Service Provider under this Agreement or pursuant to a Sub-Contract, the sub-contractor being duly approved by the Company.
48. "Term of Contract" shall mean the period of the contract as agreed upon.
49. "Tax" or "Taxes" shall mean taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
50. "Termination Notice" Shall mean the notice given by either parties for termination of the contract in accordance with the Articles of the Contract
51. "Third Party Inspection Agency" (TPIA) shall mean the Third Party Inspection Agency (TPIA) appointed and/ or authorized/ approved by Company for carrying out inspection of Services.
52. "Facility" shall mean the Services to be provided by the Service Provider and as specifically mentioned in the Contract. The Service Provider's scope under the Contract, subject to quality specifications shall be deemed to include providing aforesaid Services/Works/Facilities and the entire obligation as defined in the various provisions of Contract or its enclosures.
53. "Writing" shall mean any manuscript typed or hand-written or printed statement, including email and facsimile transmission under or over signature or seal as the case may be.

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1. SERVICES (GENERAL OBLIGATIONS OF SERVICE PROVIDER):

- 1.1 The Company and the Service Provider shall enter into a detailed Contract in writing, with respect to services, setting out the detailed terms therein. Unless specifically modified by such Contract, the terms and conditions as stipulated in this **General Conditions of Contract (GCC)** shall be fully applicable and govern the relationship between the Company and Service Provider. The terms and conditions stipulated herein shall apply from the Effective Date and shall remain valid for the Term of the Contract.
- 1.2 Except to the extent that it may be legally impossible, the Service Provider shall comply with the Company's instructions and directions in all matters relating to the Services consistent with the provisions hereunder. The Service Provider shall essentially ensure that competent and qualified personnel are hired for the supervision and administration of the Facilities as well as the Services agreed to be provided under the Contract.
- 1.3 The Service Provider shall be responsible to plan and carry out all operation & maintenance activities of plant/facility during the Term. The Service Provider shall prepare and provide the company, Standard operating Procedure (SOP), Standard Maintenance Procedure (SMP) and Detailed Maintenance Schedule (DMS) to a standard which will give the essential guidance to ensure that the Facilities are operated and maintained as per the manufacturer's instructions & prudent utility practices and helps in optimizing its technical and commercial performance; such SOPs, SMPs and DMSs will be put in place after approval of Company.
- 1.4 The Parties agree that upon request of the Company in terms hereof, the Service Provider shall perform the Services at such locations and for such periods as may be agreed with the Company. The Service Provider shall, unless specifically excluded in the Contract, perform all such work, services and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for performance of all contracted obligations under the Contract as if such work and/or items and materials were expressly mentioned in the Contract.
- 1.5 The Service Provider shall ensure that all the aspects related to the Work/Facilities shall be complete including such minor details and accessories that are normally inclusive of such Work/facilities and/ or are required for the safe operation of these work/facilities and required by the applicable Codes and Standards even if such details are not specifically mentioned in the contract. The Service Provider shall not be eligible for making any claim of payment over and above the agreed amount for such details with respect to the Work/facilities under the Contract.
- 1.6 Without prejudice to any other rights of the Company under the Contract or at law, if the Service Provider fails to perform the Services in accordance with the provisions of the Contract, the Company may use alternative means to perform the Services and the Service Provider shall be liable for any additional cost incurred by the Company in using such m alternate means.
- 1.7 From time to time, as situation may warrant the Company may issue a Service order/Purchase Order to the Service Provider. In such case, the terms and conditions of this Contract shall apply to each such Purchase Order as if repeated in total. The Service Provider shall commence the Services on the scheduled commencement date stated in the Service Order/Purchase Order and shall continue such Services for the duration of such Order. The Service Provider shall perform the Services with all due skill, care and diligence in a safe, competent and timely manner and in accordance with the requirements of the Contract and/or the relevant Service Order/Purchase Order.

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- 1.8 Service Provider shall use adequate numbers of qualified individuals with suitable training, education, experience, competence and skill to perform the work and Service Provider shall use commercially reasonable efforts to provide the work in the most cost- effective manner, **and the required level of quality and performance.**
- 1.9 In performing the Services, the Service Provider shall:
- (a) Give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are of requisite standard.
 - (b) Employ Indian Sub-Contractor having the required skills or expertise to the maximum extent possible insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no such Sub-Contractor are available, preference shall be given to non-Indian Sub-Contractor.
- 1.10 The Company shall be entitled to direct the Service Provider to replace any of its personnel providing the Services, where in the Company's reasonable opinion such personnel is incapable and or unsuitable for performing the Services required. The Service Provider shall promptly replace such personnel at no additional cost to the Company.
- 1.11 The Service Provider shall, ensure that its employees and representatives shall, in performing its obligations under the Contract, comply in all respects with all relevant laws, statutes, regulations and orders for the time being in force.
- 1.12 Where any of the Service Provider's employees or representatives is present at any of the Company's premises for the purposes of the Contract, the Service Provider shall at all times remain responsible for the conduct and safety of such employee or representative.
- 1.13 The Service Provider shall mobilize at the Facility immediately within 15 (fifteen) Days on issuance of the Contract, or handing over of Facility by the Company or otherwise as specifically provided in the Contract with all necessary consumable materials, equipment, rigs, machinery, personnel, etc. and all Services shall be carried out as assigned in the Technical Specifications. The Service Provider shall take prior approval of the Company's representative before commencing any Mobilisation/Demobilisation activities.
- 1.14 The Service Provider shall indemnify and hold the Company harmless against and from all damages, costs, expenses and claims (including legal fees and expenses) resulting from the use, Mobilisation and/or Demobilisation of the equipment.
- 1.15 The Service Provider shall acquire in its name all permits, approvals, statutory clearance and/or licenses from all local, state or national government authorities or public sector undertakings that are necessary for the performance of the Contract, including, without limitation, visas for the Service Providers and Sub-contractor expatriate/ personnel and entry permits for all imported items, if any
- 1.16 The Service Provider shall ensure that all necessary precautions and measures are taken to keep the Facility of the Company free from all encumbrances and obstructions and shall ensure cleanliness and safety of the Facility at all times including at the time of leaving the Facility after the completion of the Services and upon issuance of the Final Acceptance Certificate. The Service Provider shall also ensure that work is limited to the Facility approved by the Company.
- 1.17 The Service Provider shall maintain proper and accurate records in relation to the Services and shall provide copies of the same to the Company on request. The Company (or its appointed representative) shall have the right to audit the relevant books and accounts of the Service

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Provider in relation to any reimbursable charges paid for by the Company under the Contract. Such audit right shall survive for a period of 2 (two) years following the expiry or termination of the Contract.

- 1.18 The Service Provider shall ensure the highest standard of safety of health and security of its personnel, Plant and equipment at all times during the period of the Contract at the Facility and in the event of any accident caused due to negligence of the Service Provider in maintaining such safety, the Service Provider shall be liable to bear all costs with regard to the same.
- 1.19 The Service Provider shall make their self and its workmen & staff aware of the nature of job, operating conditions, safety requirements and suitability of its workmen to carry out such jobs.
- 1.20 The Service Provider shall provide suitable safety equipment of prescribed standard to all its employees and workmen according to the need, as may be directed by the Company who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 1.21 Within 3 Business Days after obtaining actual knowledge thereof, the Service Provider shall submit to the Company written notice of and copies of any relevant documents relating to:
- (a) any litigation, claims, disputes or actions actually filed, or any litigation, claims, disputes or actions which are threatened in writing, concerning in each case the "Company", the "Service Provider", the Facility or the Services;
 - (b) any actual refusal to grant, renew or extend, or any delay or cause to anticipate delay in the granting, renewal or extension of, any Clearances, or any action pending or any action filed with respect to the granting, renewal or extension of any Clearances or any material action threatened in writing regarding the same;
 - (c) Any dispute with any Competent Authority which may have a material adverse effect on the business or affairs of the "Company" or "Service Provider", the operation or maintenance of the Facility or the performance of the Services;
 - (d) Any penalty imposed or notices of violation issued by any Competent Authority.
- 1.22 In case where the performance of the Services by the Service Provider affects the operation of / facilities of the Company, such work of the Service Provider shall be scheduled to be performed only in the manner stipulated by the Company and the same shall be acceptable at all times to the Service Provider. The Company may impose such restrictions on the facilities provided to the Service Provider such as electricity, etc. as he may think fit in the interest of the Service Provider and the Service Provider shall strictly adhere to such restrictions and co-operate with the Company.

2. VARIATION / MODIFICATION:

- 2.1 The Company shall reserves the right to amend, vary or otherwise alter the terms of the Contract, including the drawings, specifications or any other documents and specifications in relation with the Services.
- 2.2 The Company shall notify of such amendment to the Service Provider by way of written notice and the Service Provider is bound to make prompt changes in accordance with the amendments suggested upon receipt of such notice.
- 2.3 Upon the receipt of the request from the Company pursuant to the above sub-clause, the Service Provider shall, within 3 days, notify the Company of the effect of the Amendment/Variation

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Request on the Fees and/ or other terms of the Contract.

- 2.4 If following the receipt of the Service Provider's response pursuant to the above sub-clause, the Parties are in agreement on the Amendment/Variation Request and the adjustments made to the relevant part thereof to the Contract and/or allied documents, the Parties may amend/ cause variation in the relevant document to reflect as such.
- 2.5 No variation or modification of the terms of the Contract shall be made except by written consent of Company.

3. LIMITATION OF SERVICE PROVIDER'S AUTHORITY:

- 3.1 The Service Provider shall not, in performing its obligations under the Contract, hold itself out or permit any person to hold it out as being authorised to bind the Company in any way and will not commit any act which might reasonably create the impression that it is so authorised.
- 3.2 Notwithstanding anything in the contract to the contrary, unless previously approved in writing by the Company, the Service Provider shall not:
- (a) Dispose of company's assets by the sale, lease, pledge, mortgage, encumbrance, conveyance, or creation of any lien on or making any license, exchange or other transfer or disposition of any property in any way or assets of the Company, including any property or assets funded as operating costs and in any event inconsistent with other Facility Contracts or any other Contracts for the time being in force;
 - (b) Shall not on behalf of the Company, unless approved in the relevant Annual Operating Plan, make, enter into, amend, terminate, waive, modify or supplement any contract or contract (including any labour or collective bargaining contract) on behalf of or in the name of, or which creates any obligation on the part of the "Company" provided that this shall not apply to the ability of the "Service Provider" to contract on behalf of itself and/or as expressly provided in the contract, the "Company" for any activity under its responsibility;
 - (c) Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of any claim, action, suit, debt, demand or judgment against or due by the Company, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to the same; or
 - (d) Take any action that would release any liens created pursuant to other Contracts.

4. SUB CONTRACTING & COMPANY STEP IN RIGHTS:

- 4.1 The Service Provider may sub-contract any of its obligations under the Contract with the prior written consent of the Company to one or more sub-contractors as may be required. Such sub-contracting shall not entail any additional cost or consequences to the Company. Notwithstanding such sub-contracting, the Service Provider shall not be relieved from any of its duties, obligations or liabilities under the Contract by virtue of any sub-contract and the Service Provider shall be responsible for all Services, acts, defaults or omissions of its Sub - Contractor (and its or their employees and consultants) as though they were the services, acts, defaults or omissions of the Service Provider.
- 4.2 Further, the Company may require, as a condition to such written consent, that the Service Provider agrees to an unequivocal, unconditional and irrevocable Step-in right ceded in favour of the Company to enter into a direct contract with such Sub-Contractor, as may be required in the future. All Sub-Contracts entered into by the Service Provider in relation to the Contract shall

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expressly permit assignment of all rights and obligations of the Service Provider thereunder to the Company or its nominee. On the issuance of notice in this regard by the Company to the Service Provider, the Service Provider shall, without demur or protest facilitate completion of such step in and notify the Sub-Service Provider of the obligations to account performance directly to the Company.

- 4.3 Notwithstanding anything to the contrary contained and implied in the Contract, the Company right of step in is its sole prerogative and can be exercised Sub-Contractor wise at various points in time and across multiple contracts, while continuing with the Service Provider on the remaining Services. Any delay, waiver or omission of the Company to exercise such right of step in for any breach or default of service provider shall not be construed as a waiver by the Company of subsequent breach or default and the Company.

5. SERVICE PROVIDER'S EQUIPMENT, MATERIAL & VEHICLES:

- 5.1 The Service Provider shall ensure that all the equipment used by it for the purpose of performance of the Contract shall be in proper condition and shall not pose a hazard for any person or property on the Facility of the Company and shall be solely responsible for any accident or loss caused due to the inefficiency or inadequacy of the equipment.
- 5.2 Such equipment shall not be removed from the Facility without the Company's consent and proper reasoning during the Term of the Contract.
- 5.3 The Service Provider shall ensure that all equipment, machinery, tools shall have a valid certificate from the Appropriate Authority as required by the applicable rules and regulations governing the same and shall meet all the International and Indian standards with regard to the same.
- 5.4 The Service Provider shall ensure that all vehicles deployed by it in connection with the project shall have relevant and valid documents as required by the Central & State Government. The personnel connected with driving and maintenance of such vehicles should be competent and hold valid and relevant license issued by the appropriate authority. The Service Provider shall also ensure the deployment of separate vehicles for the movement of its personnel inside the Facility.

6. EMERGENCY EVENTS:

- 6.1 The Service Provider shall be responsible to constantly monitor for any sudden and unexpected event or circumstance which has caused or reasonably threatens to cause any of the following, which shall be referred to as Emergency Event:
- (a) Sabotage to the men, material, machinery at the Facility;
 - (b) Injury to any personnel employed in the Facility or any other persons in the vicinity of the Facility;
 - (c) Serious physical damage to the plant, material, equipment or property located in vicinity of the Facility;
 - (d) Work stoppage or other serious labour disturbance at Facility;
 - (e) Shutdown or other serious interruption or interference in operations of the Facility;
 - (f) Environmental accidents or such other incidents that can materially impact the environment;
 - (g) Imposition of fines, penalties, sanctions, restraint orders, prohibitory injunctions etc. that would seriously impair the Company's ability to operate the Facility.
- 6.3 The Service Provider shall notify the Company by telephone as soon as reasonably practicable, and

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in any case, within 2 hours and in writing not later than 4 hours of the occurrence of any Emergency Event and take prompt action in an effort to prevent any threatened damage, injury or loss to the Facility or persons or property located at or in the vicinity of the Facility.

- 6.4 Further in the event of such Emergency Event, the Service Provider shall ensure necessary and proper action is taken, at its own cost and expense, to ensure safety of persons or property. In case the Service Provider is unable or unwilling to do so, the Company shall take the necessary action, and if such action is found to have been an obligation of the Service Provider under the terms of the Contract, then the Company is liable to compensated for such cost incurred on account of taking such action by the Service Provider.

7. CONTRACT PRICE:

- 7.1 The Contract Price shall be mutually agreed upon and expressly specified in the Contract. The Company, if applicable and permissible, may provide tax exemption certificate for claiming exemption by the Service Provider. Then, the benefit obtained by the Service Provider towards such Taxes and Duties, shall be passed on to the Company.
- 7.2 The Contract Price, except as otherwise specifically provided for in the Contract, shall cover all the obligations and duties of the Service Provider and once the Contract Price is decided upon, it is to be deemed that the Service Provider is satisfied itself to the sufficiency of it and no further claims of escalation shall be raised on the same.
- 7.3 The Contract Price shall be inclusive of consumables, tools and tackles, cost of necessary tasking, labour charges, cost of materials, loading and unloading charges and other charges, overheads, and all other costs as applicable from time to time for the Completion of the Services envisaged under the Contract.

8. TAXES:

- 8.1 The Service Provider should have been registered with the Goods and Services tax department and / or any other authority as may be required to perform the obligations provided under the Contract. All applicable taxes and duties, cess imposed by Local, Municipal, Provincial, State or Central Authorities as on the effective date of the Contract are deemed to have been included in Contract Price.
- 8.2 Except as may be expressly set out in the Contract, the Service Provider shall be responsible for:
- (a) the payment of all Taxes now or hereafter levied or imposed on the Service Provider or its Sub-Contractors or on the personnel of the Service Provider or its Sub-Contractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Service Provider or its Sub-Contractors (hereinafter referred to as "Personal Income tax");
 - (b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Service Provider or its Sub-Contractors (hereinafter referred to as "Corporate Income tax");
 - (c) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the services, goods supplied or manufactured by the Service Provider or its Sub-Contractors, if any, provided to the Company by the Service Provider or its Sub-Contractors (hereinafter referred to as "Goods & Service Tax");
 - (d) The payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Service Provider or its Sub-Contractors as a result of the performance of the Contract.

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- 8.3 Further, since the Service Provider shall be solely liable to pay Indian Income Tax, Surcharge on Income Tax, Withholding Tax or any other Corporate Tax, if such tax/ taxes are attracted under any applicable provisions of the law, the Company shall enjoy the right to deduct applicable Tax at source as per law from all payments to be made to the Service Provider and the Company will issue the TDS (Tax deducted at Source) certificates for the same to the Service Provider. Notwithstanding anything contained herein, the Service provider shall be solely responsible and shall bear and pay all taxes, if any, that may be levied on the income of Service Provider in connection with the Services under the contract.
- 8.4 The Company shall be responsible and accountable for the fulfilment towards any new tax or variation in the applicable taxes, duties, cess and levies formulated after the commencement of Contract till the Schedules Completion/ Commissioning of the Work. The Company shall be notified of any such new levy by the Service Provider and approval shall be sought by the Service provider before raising invoice with regard to such. Introduction / withdrawal of any taxes / duties or upward / downward revision of applicable rates during the Term shall be to Company's account as change in law, except taxes under Income Tax Act. The Service Provider shall be responsible to pass on any benefits accrued on account of withdrawal of any taxes / duties or downward revision of applicable rates or on account of any other reason during the contract period.
- 8.5 In the event of a delay in completion of work caused by the Service Provider, the Service provider shall be responsible and accountable for any new tax/ duty/ levy or variation in such applicable during the period of delay.
- 8.6 The Service Provider shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax, Goods and Service Tax) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.
- 8.7 The Company, with respect to the tax withheld from the Service Provider shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.
- 8.8 In certain situations, a Government Authority may treat the Company as the representative assessee of the Service Provider and/or its sub-Contractors and recover the Taxes due to the Government Authority by the Service Provider or its sub-contractors from the Company. In such situations, the Company shall have the following rights:
- (a) The Company shall be entitled to recover from the Service Provider, the Taxes paid on behalf of the Service Provider or its sub-contractors (together with any costs and expenses incurred by the Company in connection therewith) or to retain the same out of any amounts to be paid to the Service Provider or its sub- contractors that may be in its possession (whether due under this Agreement or otherwise) and shall pay only the balance, if any, to the Service Provider; and
 - (b) If the Company is required to furnish any details or documents in such capacity, the Company shall request the details or documents to be furnished to it by the Service Provider and the Service Provider shall immediately furnish the same to the Company. If the Service Provider fails to comply with the foregoing, any penalty/interest levied on the Company for non-filing or late filing of details or documents in this regard shall be recoverable from the Service Provider.

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9. INVOICING & PAYMENT PROCEDURE:

9.1 In addition to any requirements set out in the relevant Contract, each invoice shall:

- (a) Be in Triplicate;
- (b) Bear the Contract Number stated on the cover sheet to the Contract;
- (c) State the name, e-mail address, mobile telephone number of the Company's Representative; and
- (d) Be accompanied by supporting evidence and itemised in accordance with the Company's requirements such as registration certificates under Indian tax/other laws as applicable

9.2 Invoices shall be endorsed with the contract title, on mutually agreed terms of payments, with relevant documents as required under applicable industrial laws. If the invoice is not accompanied by the supporting documents or if the invoice amount is disputed for any reason then the Company shall be entitled to withhold payment/partial payment until the discrepancy is resolved. The Service Provider must ensure that all invoices for services performed or goods delivered with clarifications submitted to the Company not later than 90 days.

9.3 The Company may withhold the whole or part of any payment claimed by the Service Provider, which, in the opinion of the Company is necessary to protect itself from loss on account of:

- (a) Defective work not remedied or guarantees not met;
- (b) Claims filed against the Service Provider;
- (c) Failure by the Service Provider to make payments for materials or labour employed by it;
- (d) Damage caused to the Company or to any other Service Provider;
- (e) In-sufficient progress of Services at the facility.

9.4 Any invoice not complying with the provisions of the Contract will be returned by the Company and the Service Provider shall submit a rectifying invoice. Payments made by Company shall not preclude the right of the Company to thereafter dispute any item invoiced.

9.5 The Company may dispute any amount on an invoice and withhold the disputed amount provided that:

- (a) The Company makes payment of any undisputed portion of the invoice as per contractual terms and notifies the Service Provider of the disputed amount within 15 days of receipt of the relevant invoice;
- (b) If the dispute is resolved in favour of the Service Provider, the Company shall pay the disputed amount within fifteen (15) days of the date of the resolution of the dispute or forty-five (45) days of receipt of the invoice, whichever is later.
- (c) If the dispute is resolved in favour of the Company, the Service Provider shall forthwith issue a credit note for the disputed amount.

9.6 The Company shall be entitled to set-off / adjust / deduct from any invoice under this Contract, any payment due from the Service Provider to the Company or any of its Affiliates.

10. PERFORMANCE SECURITIES:

10.1 The Service Provider shall provide securities, in a form, manner amount and intervals as stipulated by the Company under the Contract.

10.2 The Security shall be released after satisfactory completion of contract and handing over the facility in good condition. The Company shall have the right to get the Security extended till such

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period the contract is extended beyond the specified period, if any.

- 10.3 In case of extension of the contract period, the Service Provider shall extend the value and validity of the Security as per the agreed conditions for the extension.

11. INSURANCE:

- 11.1 The Service Provider, in the manner specified in the Contract, obtain all risk insurances as and when necessary.

- 11.2 The Company shall, secure and pay for and maintain in effect during the term of the Contract, insurance coverage(s) as necessary for operation of the plant, premises with respect to operational and material damage and operational business interruptions.

- 11.3 The Service Provider understands and agrees that while the Company would normally seek a waiver of the insurer's right of subrogation against all insured parties, the Company may be obliged under such policies to concur in doing/permit to be done all actions that may necessary or required by such insurer in the interest of any rights or remedies or for the purpose of obtaining reliefs or indemnities. The insurer may be entitled to, upon indemnification or rectification or upon loss or damage under such insurance policies, regardless of whether such action is or becomes necessary or required before or after the company's indemnification by the insurer.

- 11.4 In case of occurrence of any such incident, the intimation of such incident is Service Provider's responsibility, and further the Service Provider shall ensure that the plant and premises are restored to normal working condition in the shortest possible time on best effort basis.

- 11.5 The Service Provider must support the Company and provide all necessary documents to the insurance company to avail such insurance claim and infact, it is the Service Provider who shall be responsible to prepare the insurance claim along with the required documentation to the Company in turn for submitting to the insurance company.

- 11.6 The identity of the insurers and the form of the policies shall be subject to the approval of the Company

- 11.7 The Service Provider shall, secure and pay for and maintain, during the term of the Contract, insurance coverage for all its employees, equipment and all assets against destruction or damage by fire, earthquake, theft, flood, cyclone, etc., to its full insurable value and keep insured till the completion of the contract. Copy of such policy shall be submitted to the Company. In addition to the above, the Service Provider shall secure and pay and maintain in effect during the term of this Contract the following Insurance Coverages for its employees and shall also ensure that its sub-Contractor also take these policies for their respective employees.

- a. Workmen's Compensation and Occupational Illness Insurance for all the staff employed by the "Service Provider" or such statutory requirement under the applicable law of the land for any foreign workers, if employed;
- b. Employer's Liability Insurance with adequate limits per occurrence and in the aggregate;
- c. Comprehensive or Commercial General Liability Insurance with bodily injury and property damage subject to deductibles; such insurance shall include, but not necessarily be limited to, contractual liability, property damage liability, personal injury liability, liability for pollution (sudden and accidental)
- d. Comprehensive automobile liability insurance with bodily injury and property damage combined covering vehicles owned, hired or non-owned; excess umbrella liability insurance
- e. Third Party Liability Insurance.

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- f. Transit Insurance for mobilized plant and machinery. The Company shall be named as co-insured under the Transit Insurance Policy obtained by the Service Provider.
- 11.8 The Service Provider shall ensure that all the above-mentioned insurances shall be valid till the completion of the Contract.
- 11.9 The Service Provider shall ensure that all the Insurance policies have clauses of indemnifications such as design defect liability, debris removal, minimisation of loss etc.
- 12. SERVICE PROVIDER'S LIABILITY:**
- 12.1 The Service Provider shall indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and representatives from and against any and all environmental claims or other liabilities arising from the off-site transportation, treatment or disposal of all hazardous materials generated at the Facility . The Service Provider shall bear all costs and expenses incurred for the same. The Service Provider shall also bear such environmental claim or liability arises from the Service Provider, gross negligence, wilful misconduct or failure to comply with the contract, in which case the Service Provider shall defend, indemnify and hold "Company" harmless from and against any and all environmental claims arising as a result thereof and the "Service Provider" shall reimburse "Company" for all costs and expenses incurred by "Company" to that extent.
- 12.2 It is acknowledged that there shall be no joint liability under the contract on the part of any of the partners, shareholders or affiliates of the Company or the Service Provider for the payment of any amounts due hereunder, or the performance of any of the obligations of the Company or the Service Provider. Each Party shall look solely to the assets of the other Party for the satisfaction of each and every right or remedy in the event of any breach by the other Party.
- 12.3 **The limit of liability of "Service Provider" as mentioned in various clauses of the contract shall be limited and shall not exceed the contract value of the contract.** However, the liability of the Service Provider which arises under this contract for death, personal injury and to the property shall be extensive and not constrained or restricted to the contract value of the Contract. Further, any liability of the Service Provider or its agents, employee, representatives, Sub-Contractors or other persons acting under the Service Provider and resulting in violation of any laws or regulations or damage to property or injury to life, body or health of any person as well as any liability that arises out of criminal neglect or wilful misconduct of the Service Provider, and any liability on account of infringement of company's or third parties' Intellectual Property Rights shall be extensive and not constrained or restricted to the contract value of the Contract.
- 12.4 Without prejudice to its right under the Contract, in all cases the Party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.
- 12.5 The "Service Provider" shall be liable for and shall defend, indemnify and hold the "Company" harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the "Company" arising out of or in connection with the performance by the "Service Provider" of its obligations under the Contract

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13. SERVICE PROVIDER'S PERSONNEL:

- 13.1 The Service Provider on its discretion may employ personnel of its selection fulfilling the needs for competence, for any position. However, the Service Provider shall submit an organization chart along-with CVs of their personnel and have to ensure that staffing is in accordance with the organization chart or as mutually agreed/ list provided. Deployment/ selection of the skilled manpower by the Service Provider shall be finally scrutinized by the Company. The details of manpower zone-wise, activity wise is to be clearly given in Organisation chart.
- 13.2 In case of shortage of staff in comparison to the organization chart, deduction shall be imposed on the Service Provider for officer(s), skilled man power, and unskilled man power as per the terms of the Contract.
- 13.3 The personnel provided by the Service Provider in the performance of the Services shall be employees of the Service Provider, of its affiliates, or of qualified sub-contractors.
- 13.4 The Service Provider shall observe laws and regulations relating to minimum age for employment of children, acceptable conditions of work with respect to minimum wages and rights, hours of work, and occupational health and safety and any other statutory requirements as may be applicable. As applicable under Directives and/or as a corporate social responsibility it shall endeavour to train and give preference in employment to the locals in the total deployed manpower.
- 13.5 The Service Provider shall demonstrate that the personnel provided under the contract is properly trained, competent to perform the work in charge, and is aware of site environmental, health and safety procedures.
- 13.6 The Service Provider is bound to abide by the prevailing applicable labour laws and is obligated to obtaining relevant labour license from the Appropriate Authority as devised under the applicable law at its own cost. The Service Provider shall also be obligated to produce a copy of the relevant license obtained by it to the Company.
- 13.7 The Service Provider shall also indemnify the Company against any and all financial and other liability arising out of such obligation and in connection with the labourers employed by the Service Provider. The Service Provider shall submit a certified photocopy of the same to the Company.
- 13.8 The Service Provider shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees.
- 13.9 The Company shall decide upon the hours of work per day and such shall be adhered to by The Service Provider. The Service Provider shall be obligated to assign a supervisor at their own cost for administration and fulfilment of the terms of the Contract during the period of Services as defined under the Contract.
- 13.10 The workers or personnel deployed by the Service Provider for the purpose of fulfilment of the terms of the Contract shall wear proper identification badge as prescribed and specified under the Contract while on work at the Facility assigned by the Company.
- 13.11 The Service Provider and the personnel deployed by them shall also strictly adhere to the rules and regulations prescribed by the Company with regard to the same.

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- 13.13 The Service Provider shall ensure the highest standard of safety of health and security of its personnel and equipment's at all times during the period of the Contract and in the event of any accident caused due to negligence of the Service Provider in maintaining such safety, the Service Provider shall be liable to bear all costs with regard to the same.
- 13.14 The Service Provider shall ensure all necessary arrangement of first-aid and emergency medical treatment for all its personnel.
- 13.15 The Service Provider shall submit monthly/quarterly/half yearly/annual reports to statutory bodies under various Acts/rules/notification/clearances/authorizations.
- 13.16 The Service Provider has to conduct of special studies by engaging third party if required by statutory bodies.
- 13.17 The Service Provider has to conduct Risk Assessment/ for all works to decide on priorities and to set control measures for eliminating hazards and risks identified.
- 13.18 The Service Provider has to ensure potable water for drinking purpose and ensure regular cleaning of toilets at different locations.
- 13.19 The Service Provider to ensure 100 % compliance to work permit system as per the Company's standard.
- 13.20 The Service Provider has to conduct safety inspections, safety investigations etc,
- 13.21 The Service Provider has to follow the latest amendments in statutory Acts / Rules / Notifications / Guidelines, as may be amended from time to time.
- 13.22 The Service Provider shall at all times and particularly after completion of the Services , keep the Facility in a clean, safe and workman like condition and shall dispose of all rubbish (other than hazardous materials or other materials which may contaminate ground-water, for which other arrangements shall be made by the Service Provider in accordance with Good Industry Practice.
- 13.23 The Service Provider shall monitor his safety performance and that of his sub-contractors to ensure compliance with standards set in the contract. The frequency of monitoring will be dependent upon the risk profile and number of persons employed.

14. FORCE MAJEURE:

- 14.1 Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Contract, if and to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure.
- 14.2 Force Majeure shall mean any event or circumstances or combination of events or circumstances which materially and adversely affects, prevents or delays any Party in the performance of its obligations under the contract, but only if and to the extent that such events and circumstances are not directly or indirectly within the affected Party's reasonable control and the affected Party could not have prevented the effects of such events and circumstances by Good Practice or by the exercise of reasonable skill and care, including, by mutual contract, the reasonable expenditure of money. The Parties shall ensure compliance with the terms of the contract unless affected by Events of Force Majeure.

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- 14.3 An Event of Force Majeure shall include (without limitation) the following events to the extent that such events or their consequences satisfy the requirements set out in Clause
- a. Act of God.
 - b. War (whether declared or not), civil war, riot, insurrection and civil commotion, mobilization or military action, revolutions and acts of sabotage.
 - c. Natural disasters such as storms, cyclones, earthquakes, tidal waves, floods, volcanic eruption, landslides, tornado, destruction by lightning, epidemic, whirlwind, tempest, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, objects falling from aircraft, pressure waves caused by aircraft or aerial devices travelling at supersonic speed, chemical or radioactive contamination or ionizing radiation;
 - d. Boycotts, Embargoes, Strikes and Lock-outs (of global nature);
 - e. Industry-wide strikes and labour disturbances having a nationwide impact in India.
 - f. Any Law, Regulation, Order, Judgement, Direction or the Legislation of any Competent Authority/Appropriate Authority or failure with respect to obtaining necessary permits, clearances, licenses as may be required.
- 14.4 Notwithstanding the foregoing, Force Majeure shall expressly not include conditions caused by the negligence or wrongful acts of the Party claiming Force Majeure. Force Majeure shall also expressly not include the following conditions, except and to the extent that the following conditions result directly from Force Majeure:
- (a) Strike , unrest and disruption of work by the Service providers employee or that of any Sub-Contractor under the Service Provider;
 - (b) Any insolvency, bankruptcy of the Service Provider;
 - (c) A delay in the performance of either Party to comply with, and complete, the obligations specified in this Contract in a timely manner;
 - (d) The ability of a Party to pay any monies due pursuant to the Contract.
- 14.5 The Party affected by Force Majeure and claiming Force Majeure shall inform the other Party in writing of the occurrence of the event of Force Majeure and upon becoming aware of such event within three (3) days of its occurrence and shall reasonably satisfy the other Party of the existence of such event.
- 14.6 Provided that such notice shall be a pre-condition to the affected party's entitlement to claim relief under these Standard Terms and Conditions or the Contract. Such notice shall include full particulars of the event of force majeure, its effects on the party claiming relief and the remedial measures proposed. The affected party shall give the other party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the Force Majeure Event.
- 14.7 The affected Party shall give notice to the other party of (i) The cessation of the relevant event of Force Majeure; and (ii) The cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.
- 14.8 In the event of a Force Majeure occurrence, the Party that is or may be delayed in performing the Contract shall notify the other Party without delay giving the full particulars thereof and shall use reasonable endeavours to remedy the situation without delay.
- 14.9 Save as otherwise expressly provided in the Contract, no payments of whatever nature shall be

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made in respect of a force majeure occurrence.

14.10 Following notification of a Force Majeure occurrence in accordance with Clause, the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

15. SUSPENSION:

15.1 For reasons other than Force Majeure, the Company may, upon giving not less than 30 days' written notice, request the Service Provider to suspend the Services or any part thereof for such time or times and in such manner as the Company may consider necessary. The Service Provider shall ensure that the Facility is protected and secure and the Parties shall agree on the measures to be taken to minimize the costs of the suspension.

15.2 Following any such suspension, the Company may require the Service Provider to recommence provision of the Services, and shall then give reasonable notice of re-commencement (taking into account any relevant matter prior to re-commencement of commercial generation).

15.3 Costs of Suspension:

- a. Any costs, expenses which may be incurred during any suspension and re-commencement will be borne and paid by the Company only upon submission of necessary proof by the Service Provider and upon the Company being satisfied of the same
- b. No costs or expenses on suspension are payable if such suspension is solely caused by the Service Provider's default or on account of any Sub-Contractors default
- c. To the extent that the Company requires the Service Provider to continue providing any part of The Services during any period of suspension, the Service Provider shall provide such services without any additional charges.
- d. Reasonable compensation shall be paid to the Service Provider considering following principle:
- e. No compensation shall be payable if the suspension is solely due to an act or omission of The Service Provider.

15.4 If such suspension continues for more than 180 (one hundred and eighty) days, at the end of the said period, the Service Provider shall be, by a further 30 (thirty) days prior notice, entitled to terminate the Contract. In such case, the Service Provider shall hand over all the drawings, documents and goods manufactured till date, including related rights, sanctions and approvals, to the Company. The Company shall pay to the Service Provider the cost incurred by the Service Provider till the date of termination, duly supported with documents, as compensation after adjusting payments already made till the termination.

15.5 During the period of suspension, the Service Provider shall not remove from the Facility any property, without the prior written consent of the Company.

16. TERMINATION:

16.1 The Company may, at any time and without cause, terminate all or part of this Contract, by giving no less than [30] days' prior written notice to the other party. Provided that, if any specific order has been placed and the work is in progress, then the Company only shall have the right to cancel/terminate any Services under the relevant order as specified under such order without cause and with immediate effect.

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- 16.2 In the event of such termination, the Company and the Service Provider shall be under the liability to ensure smooth transition during the aforesaid 30 days' notice period.
- 16.3 **Termination at the expiration of the Term/ Period of The Contract.** The Contract shall automatically terminate upon the expiry of the term or any extension of the Term under Clause.
- 16.4 **Termination for Non-Performance:** If the quality of the Services is poorer than standards as specified under the Contract, for a consecutive period of 3 calendar months during the period or term of the Contract, the Company shall have the right to terminate the Contract by giving 30 days written notice.
- 16.5 **Termination for Default:** Breach of any provision by either party shall constitute grounds for terminating the contract subject to written notice being served on the defaulting party by giving 90 days to rectify such breach and such breach not being rectified within that time.
- 16.6 **Termination for Prolonged Suspension:** Prolonged Suspension of the performance of the contract beyond 180 continuous days shall also entitle either Party to give notice to terminate the contract by giving 7 days' written notice.
- 16.7 **Termination for Prolonged Force Majeure:** If performance of the contract is substantially prevented by an Event of Force Majeure for a continuous period of 180 days, then, either Party may terminate the contract by giving 7 days' written notice.
- 16.8 **Termination due to Service Provider's Default:** In addition to the above, the Company may terminate all or part of this Contract with immediate effect by written notice to the Service Provider if one of the following circumstances occur:
- a) If the Service Provider breaches any provision of the Contract, provided that where remediable, the Company has notified the Service Provider of such breach and the Service Provider has upon receipt of such notice, failed to immediately and thereafter continuously proceed to remedy such breach to The Company's satisfaction; or;
 - b) If the Service Provider becomes insolvent or bankrupt or makes a composition or arrangement with its creditors; or;
 - c) If the Service Provider voluntarily commenced winding-up, bankruptcy or insolvency proceedings reorganization, stay, moratorium or similar debtor-relief proceedings, or
 - d) If the Service Provider is wound up or a resolution for its winding up is made (other than for the purposes of an amalgamation or reconstruction while solvent); or;
 - e) If the Service Provider has a liquidator, provisional liquidator, receiver, administrator or an administrative receiver or manager of tis business or undertaking appointed; or;
 - f) If the Service Provider has abandoned the Contract;
 - g) If the Service Provider, despite previous warnings in writing from the Company, has wrongfully refused or has materially failed or neglected at any time to execute the Contract or is failing to proceed with the Contract with due diligence or is neglecting to carry out its other obligations under the Contract in each case so as to affect materially and adversely the execution of the Contract;
 - h) If the Service Provider fails to correct services/ or any part of the work, after receiving, from the Company, notice to the effect that the said portion of Services or any part of the Services requires correction;
 - i) If the Service Provider offers or gives or agrees to give to any person in the Company's service or to any other person on its behalf, any gift or consideration of any kind as an inducement or reward for doing or for bearing to do so or for having done or forborne to do any act in relation to obtaining or execution of this or any other Contract for the Company;

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- j) If the Service Provider shall enters into a contract with the Company's employee in connection with which commission has been paid or agreed to be paid by it or to its knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed, in writing, to the Company;
- k) If the Service Provider fails to has failed to deliver services in part or full then the Company may, by notice to the Service Provider and without prejudice to any other remedy under the Contract, terminate the Contract but without thereby releasing the Service Provider from any of its obligations or liabilities which have accrued as at the date of termination of the Contract and without affecting the rights and powers conferred by the Contract on the Company. Upon such termination the Company may itself complete the Services or may employ any other Service Provider to complete the job at the risk and cost of the Service Provider.
- l) If the Service Provider fails, refuses or neglects to complete the Services with due diligence and expedition, or to comply with any reasonable order given to him in writing by the Company, or contravenes any provisions of the Contract, the Company may give Seven (7) days' notice in writing to the Service Provider to make good the failure, neglect, refusal or contravention to which such notice relates. Should the Service Provider fail to comply with such a notice within Seven (7) days from the date of its issue, then without prejudice to any other remedies which the Service Provider may have under the Contract or at law, the Company may:
 - i. Complete the Services himself or with the assistance of third parties at the Service Provider's cost and risk.
 - ii. Take the Services in whole or in part out of the Service Provider's Scope and re-order with any other Service Provider for completion.
- m) If the Service Provider has failed to comply with the instructions, terms and conditions of the Contract, and/or in particular to deliver Services which are of the specified quality, quantity and fitness for the purpose for which they are required where such purpose has been made known in writing to the Service Provider, shall be the grounds for cancellation of Contract in whole or part by Company without prejudice to its other rights unless the Service Provider has declared that any delay in Completion of Services is due to Force Majeure. Upon such cancellation the Company may return to the Service Provider part or all of Services executed at the Service Provider's cost and risk.

16.9 Termination at the Convenience of Company: The Company reserves the right to terminate the Contract at any time, without assigning any reason, by giving a notice of 1 (one) month notice, if not specified in the Contract. Upon receiving such notice, the Service Provider shall stop the performance of the Contract from the date of termination and shall hand over all the drawings, documents and demobilize the Facility as mentioned in the document, including related rights, sanctions and approvals, to the Company. The Company shall pay to the Service Provider the cost incurred by the Service Provider till the date of termination, duly supported with documents, as compensation after adjusting payments already made till the termination, subject to the withholding charges, if any. No consequential damages shall be payable by the Company to the Service Provider in the event of such termination.

16.10 Payment on Termination:

- (a) In the event of termination of the Contract for any reason, the Company's sole liability to the Service Provider in respect of such termination shall be to make the payment of the Fees properly due under this Contract up to the date of termination.
- (b) No Party, to the contract, shall have any right to any kind of termination fee/ charge or any compensation of any kind of whatsoever nature in the event of the termination of the Contract under this Clause against the termination party.

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- (c) The expiry or termination of this Contract shall be without prejudice to the rights and obligations of the Parties up to and including the date of expiry or termination and shall not affect or prejudice any term of the Contract that is expressly or by implication provided to come into effect on, or continue in force after, such expiry or termination.

16.11 Facility at the end of the Term: Upon the expiration or earlier termination of the Contract, the Service Provider shall within 45 days after the Termination Date mentioned in the Notice of Termination:

- a. Remove Service Provider's staff and equipment from the Facility of the Company;
- b. Deliver to the Company, all the equipment and other items provided by the Company to the Service Provider during the Term of the Contract ; and
- c. Transfer to the Company all the documents, manuals etc. including those specified under the Contract, including related rights, sanctions, and approvals;
- d. The Service Provider shall also execute all documents and take all other reasonable steps requested by the Company that may be required to assign and vest in the Company all rights, benefits, interests and title in connection with such contract or obligation.

17. CONFIDENTIALITY:

17.1 The Service Provider (recipient) shall hold all information received from the Company (disclosing party) in confidence using the same degree of care as it normally exercises to protect its own proprietary information but not less than reasonable care.

17.2 The Recipient shall undertake in respect of the provided data and information (in any form whatsoever and independent of contents) to

- a. Use the confidential information only for the purposes for which it was provided.
- b. Prevent the disclosure or dissemination of confidential information to any other person or entity without the prior written consent of the disclosing party, except that the Recipient may disclose confidential information to employees of the recipient and its representatives on a "need to know" basis.
- c. Advise those employees who access the confidential information of their obligations in respect thereto.
- d. Copy the confidential information only as necessary for those employees who are entitled to receive it and ensure that all confidentiality notices are reproduced in full on such copies.
- e. Treat them as confidential, not to disclose it to any third party other than with the prior written consent of the owner and use them for the intended purposes.

17.3 Exemptions: The foregoing restrictions on the Recipient's use or disclosure of information shall not apply in the following instances:

- (a) If the information is disclosed with the prior consent, in writing, of the disclosing party.
- (b) Has become generally available to the public without breach of confidentiality obligations of the recipient.
- (c) If the information is disclosed to any outside consultants engaged by or on behalf of the recipient in connection with the implementation of the Project and acting in that capacity;
- (d) If the information is disclosed to any Persons from whom the Recipient intends to invite tenders in respect of the sub-Contracting of any element of the Services ;
- (e) If the information is disclosed to any security trustee, any bank or other financial institution and its advisers from which the recipient is seeking or obtaining finance;
- (f) If the disclosed information is the subject matter of legal or administrative demand for

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disclosure; provided, however, that the recipient has given the disclosing party prompt notice of such demand for disclosure and the recipient reasonably cooperates with the disclosing party's efforts to secure an appropriate order.

18. INDEMNITY:

18.1 The Service Provider (Indemnification Party) shall defend, indemnify and hold harmless the Company which includes promoters, directors, officers, employees, agents and representatives from and against all damages, losses, costs and expenses (including all reasonable attorneys' fees, professional fees and litigation or arbitration expenses)

The above sub clause shall also be applicable to the following circumstances.

- a. Injury to or death of any member of the Service Provider group or Sub-Contractor or its or their respective officers, employees, representatives or agents
- b. Damage to or destruction of property caused by the Service Provider or any Sub-Contractor or its or their respective officers, employees, representatives or agents
- c. Violations of any law, permits /clearances, ordinances or regulations, any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing by the Service Provider or any Sub-Contractor
- d. Any other liability or loss that shall: (i) have resulted from any negligent or wilful act or omission or from the default of the Service Provider, Service Provider's personnel or any Sub-Contractor or its or their respective officers, employees, representatives or agents in the performance of the Contract; or (ii) shall be a liability or loss for which the Service Provider or any Sub-Contractor are legally liable.

18.2 **Indemnification Procedure:** The Indemnified Parties shall issue a written notice of the Claim ("Claim Notice") to Indemnifying Parties, upon becoming aware of facts giving rise to a Claim, which Claim Notice shall contain, to the extent known to Indemnified Parties, the facts constituting the basis for such Claim. Within 30 (thirty) days after receipt of a Claim Notice or any other time period mentioned in the relevant Claim Notice, whichever is lesser, the Indemnifying Parties shall deliver to Indemnified Parties a written response in which the Indemnifying Parties shall either:

- a. Agree that Indemnified Parties are entitled to receive the indemnification amount set forth in the Claim Notice; or
- b. Dispute the entitlement of the Indemnified Parties to indemnification by delivering to Indemnified Parties, a written notice setting forth in detail each disputed item, the basis for each such disputed item and certifying that all such disputed items are being disputed in good faith.
- c. If the Indemnifying Parties fail to take either of the actions set out above within the period prescribed therein, then the Indemnifying Parties shall be deemed to have accepted the Claim Notice.
- d. The indemnification amount shall be paid by the Indemnifying Parties to Indemnified Parties on the date on which the Acceptance Notice is received by Indemnified Party(ies). In case, the indemnification amount and the obligation of the Indemnifying Parties to pay such amount have been determined by an order or judgment of an arbitral body or judicial body or Governmental Authority, then the indemnification amount shall be, unless such an order or judgment has been stayed or set-aside by the relevant appellant authority in terms of Applicable Laws, paid by the Indemnifying Parties to Indemnified Parties within 2 (two) Business Days prior to the date prescribed in the relevant order / judgment or if no such

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date is prescribed then within a period of 7 (seven) days from the date of such order / judgment. The Indemnifying Parties shall keep and hold the Indemnified Parties fully indemnified and harmless for any loss suffered or incurred by the Indemnified Parties in relation to a delay or demur in the payment or settlement in accordance with the provisions of the Contract.

- e. The Indemnified Parties and Indemnifying Parties shall promptly take appropriate steps to mitigate any Claims or potential Claims after becoming aware of the same, provided that all costs and expenses incurred by Indemnified Parties in this regard shall be reimbursed by the Indemnifying Parties promptly and no later than 7 (seven) days from the date on which costs and expenses were incurred by the Indemnified Parties.
- f. Any compensation or indemnity as referred to above, shall be such, as to place Indemnified Parties in the same position as it would have been in, had there not been any breach by the Indemnifying Parties.

19. BUSINESS ETHICS:

The Service Provider, its employees, agents, representatives and Sub-Contractors shall at all times maintain high ethical standards and avoid conflicts of interest in the conduct of Services for the Company. In conjunction with its performance of the Services, the Service Provider and its employees, officers, agents and representatives shall comply with, and cause its Sub Contractors and their respective employees, officers, agents and representatives to comply with, all applicable Laws, statutes, regulations and other requirements prohibiting bribery, corruption or similar unethical practices including, the Company's Code of Business conduct.

20. NOTICES:

Any notice or other communication provided for in this contract shall be in writing and shall be transmitted by registered post acknowledgement due (deemed given when so delivered) or reputed international courier for next business day delivery (deemed delivered at the expiration of 48 (forty eight) hours after it is sent or actual receipt, whichever is earlier) and by email to the provided coordinates or by physical delivery, duly acknowledged by the recipient:

21. GOVERNING LAW; DISPUTE RESOLUTION; JURISDICTION:

- 21.1 Governing Law: The Contract and all questions of its interpretation shall be construed in accordance with the laws of India.
- 21.2 Dispute Resolution: Every dispute of any kind or nature between the Parties arising out of or in connection with the Contract (each a "Dispute") shall be resolved in accordance with this Clause, to the extent permitted by the laws governing the interpretation and enforcement of the Contract. All dispute resolution proceedings provided hereunder shall be conducted in the English language.
- 21.3 Referral to Senior Management/Technical expert: Upon the occurrence of a Dispute, either Party may deliver a written notice to the other Party requesting that the Dispute be referred to the senior management of the Parties for an amicable resolution of the Dispute.
 - a) The total time period admissible from the date of such written notice by either of the parties till resolving such disputes shall be not more than 45 days.
 - b) The requesting party shall send the notice including the names of their senior management nominated to attempt to resolve the Disputes not later than 7 days from the occurrence of such dispute.
 - c) The receiving party on receipt of such notice shall nominate a member of their senior

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management within a period of not more than 7 days.

- d) The dispute shall be resolved by senior management of both the parties in the remainder time period with reference to clause (a) as stated.
- e) The nominated members of the senior management of both the Parties shall meet as frequently as necessary, and shall attempt in good faith to resolve the Disputes during this period.
- f) In case it is deemed necessary, both the parties can involve their respective technical experts to resolve the disputes if they are technically unresolved. In the event the technical experts of both the parties are not in a position to resolve the said issues, both the parties shall jointly appoint a neutral third party technical expert agreeable to the both the parties for amicably resolving the issue/dispute and such decision taken by this third party technical expert shall be final and binding on both the parties. All such costs involved in appointing such neutral third party technical expert shall be borne by both the parties equally.

21.4 Arbitration: The Parties shall attempt in good faith to resolve any dispute, difference and, or, claims arising out of, involving, or relating to, or in connection with, this Contract, the interpretation of any provisions of this Contract or the breach, termination or invalidity thereof or as to the rights and liabilities of the Parties arising out of, or relating to this Contract (“Dispute”) promptly by negotiations

- a) If the Dispute cannot be settled by the mediation process set out above within a period of 45 (forty five) days from the date of issuance of the notice, such a Dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 and the Arbitration and Conciliation (Amendment) Ordinance 2015 as detailed below.
- b) The venue of the Arbitration shall be Hyderabad.
- c) The Arbitration proceedings shall be conducted by the sole arbitrator and in the event, Parties are unable to agree on appointment of the sole arbitrator, each Party shall appoint one arbitrator and the two arbitrators shall appoint third arbitrator as the presiding arbitrator.
- d) The decision of the arbitrator(s) shall be final and binding. The Parties agree that the decision and any award rendered by the arbitrator(s) in connection with a Dispute shall be final and binding on the Parties. The arbitration expenses shall be borne as per the award of arbitration.

22. JURISDICTION:

22.1 The Parties irrevocably submit to the exclusive jurisdiction of the courts of Hyderabad, India over any dispute arising out of, involving, or relating to, or in connection with, this Contract. Each Party hereby irrevocably and unconditionally agrees not to commence any action relating to such a Dispute or proceeding except in the aforementioned courts and that all claims in respect of such dispute or proceeding shall be heard and determined in such courts (and the courts hearing appeals from such courts). Parties hereby irrevocably waive, to the fullest extent permitted by Applicable Laws, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defence of inconvenient forum in connection therewith. Parties hereto agree that a final judgment in any dispute or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

23. INTELLECTUAL PROPERTY RIGHTS:

23.1 The whole rights title and interest in and to any designs, copyrights, patents, trademarks, technology, know-how and other intellectual property developed by the Company post receipt of

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the Services from the Service Provider shall remain with the Company only and the Service Provider has no right to claim any interest/share therein

- 23.2 The Service Provider shall ensure that its staff, do not, at any point of time, without the consent of the Company in writing, divulge or make known any technology related information, plans, drawing, trust, accounts, matters on transaction undertaken or handled by the Company and shall not disclose to any person information relating to the affairs of the Company
- 23.3 The Service provider shall keep the Company indemnified against all claims of any third party in conduct of Operations and Maintenance of the Facility by the Service provider

24. MISCELLANEOUS:

- 24.1 Entire Contract: This Contract contains the entire Contract of the Parties with respect to matters covered hereby.
- 24.2 Amendments: A variation, modification or amendment of this Contract is valid only if it is in writing and signed by or on behalf of each Party.
- 24.3 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Contract or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Contract or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver shall be made only by a written instrument.
- 24.4 Assignment: No Party shall assign all or in part, or delegate all or any part of its rights or obligations under this Contract without the prior written consent of the other Party. Any assignment or delegation made without such consent shall be void.
- 24.5 Severability: Whenever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Contract.
- 24.6 Binding Effect: The Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

ANNEXURE - 9

SUPPLIER / CONTRACTOR CODE OF CONDUCT POLICY CODE-KMPCL/HR/59/2023

The following code of conduct has to be observed by all Suppliers / Contractors and service providers.

1. COMPLIANCE WITH LAWS:

Suppliers / Contractors are required to comply with all applicable Local, National and International laws in their services to the Company.

2. GOVERNANCE AND ETHICS:

- a. Bribery and Corruption: Suppliers / Contractors are strictly prohibited from directly or indirectly (through intermediaries or subcontractors) offering any bribe or undue gratification in any form, to any person or entity and / or indulging in any corrupt practices to obtain or retain a business contract.
- b. Integrity, Indemnity & Limitation: Suppliers / Contractors shall maintain high degree of integrity through the course of its dealing with business / contractual relationship with the Owner. If it is discovered at any time that a business / contract was won by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole discretion of the Owner. For avoidance of doubts, no rights shall accrue to the supplier / Contractor in relation to such business / contract and the Owner shall not have or incur any obligation in respect thereof. The supplier / contractor shall indemnify the Owner for any loss or damage suffered by the Owner on account of such fraud, misrepresentation or suppression of material facts.
- c. Suppliers / Contractors shall not exchange information or enter in to agreements or understanding with other Suppliers / Contractors, customers or competitors to influence the outcome of bidding or negotiation process.

3. REPORTING :

Suppliers / Contractors are required to report with full details to the Company any violations /breaches /misconduct / demand for bribe / unethical activities by any Employee of Company or another supplier by e-mail to kmpcl-ethicshelpline@ksk.co.in. Anonymous letters / complaints would not be considered / pursued.