

**Scope of Work:**

The scope of work will be operation and maintenance of SKM shaft. On the job training will be given by NFC to the contractor for the below mentioned scope of work for the said period of time.

1. Operation and maintenance of skip and cage hoisting system, daily normal maintenance and monthly centralized maintenance. Cage hoisting system includes winder, crane, hoisting signal, operation equipment's at top & bottom opening, shaft equipment, etc. Skip hoisting system includes winder, hoisting signal, shaft equipment, etc.
2. Equipment operation and maintenance of Surface Unloading System (e.g.- Head Gear, Ore Bin, Winder, Winch, etc.)
3. Underground production system: Equipment operation and maintenance for -395mRL Substation, Main Pump, Breaking Hammer, -450mRL Crushing Station, -490mRL Loading equipment, Belt Conveyor, Feeder, etc.
4. For the spillage recover at -540mRL, and the cleaning of pump station, HZL will provide the LHD/ equipment which will be lowered by NFC. Operator for LHD/equipment will be provided by contractor. NFC is responsible for management, to inform manpower carry out spillage recover and cleaning of pump station.
5. Responsible for O&M of total electrical system related to hoisting system of all levels in Underground & Surface winder control room.
6. Arrest all leakage/spillage within hoisting system. In case of leakage/spillage will ensure cleaning of the same.
7. All statutory daily/scheduled checks related to skip, winder, cage, etc. HZL will provide competent party to inspect the rope condition twice in a year, will provide necessary support for the same and prepare necessary statutory documents.
8. Operation and maintenance of skip & cage hoisting system shall be periodical and timing, three shift patrolling. According to production requirement and time, skip & cage hoisting system shall be inspected maintained.
9. Other systems at surface and underground shall be inspected (by patrol) everyday subject to condition of equipment, repairing shall be arranged if required.
10. Maintenance of all the installations related to Mechanical, Electrical and Instrumentation at Mine Shaft area shall be attended to. This will include compressor house, shaft sub-station, workshops, offices and lightings.

Tentative manpower details:

<b>Particulars</b>	<b>Post</b>
<b>Hoisting System S/F and UG production System Maintenance</b>	Repairing Fitter - 6 nos (3 shifts)
	Repairing Electrician – 9 nos (3 shifts) + 2 nos for general shift
	Repairing Rigger – 3 nos(3 shifts)
	Repairing Welder - 3 nos(3 shifts)
	Repairing Installation Helper – 6 nos( 3 shifts)
<b>Winding and Operation at levels</b>	Signaler in the Cage – 3 nos
	Surface Cage - (3 nos ) 3 shifts
	Surface Unloading Operator – 3 nos.
	-395 Pump house, substation, -540 submersible pump inspection – 3 nos.
	-395 Breaking Hammer – 6 nos.
	-450 Crushing Station, DE System – 6 nos.
<b>Management and Service</b>	-490 Loading Station – 3 nos.
	Safety Supervisor – 3 nos.
	DGMS Approved Mining Mate - 3 nos.
	DGMS Approved Electrical supervisor - 3 nos.
	DGMS Approved Winder Operator - 7 nos.

**Broad scope of tools and tackles:**

1	All required tools & tackles, spanners set(D & Ring) , Allen Key Set, lifting tools like chain pulley blocks,load chains,box spanners,ratchets , torque wrinch - M10 to - M50,special box spanner M55 to M80 for crusher maintenance, wrachets M10 to M 36,Wire rope slings ,1 MT to 20 MT , Lifeline for WAH work etc, for pulling conveyor suitable device like hook chuk to be arranged. to maintainin stock at contractor stores., as per hzl latest standard.
2	Welding machines with double lead ( earthing upto job) Approx Qty 12 nos to be deployed,including 02 no single phase portable machine and 02 no welding rectifier & 1 Plasama cutting machine up to 50 mm plate , 01 Prime cut machine with rods . Spare machines also to be available for replacement & 8 nos Gas cutting set to be maitained , LPG not allowed
3	Mobile crane for handling of material at site or stores will be contractor scope
4	All consumables like MS electrodes,cutting rods, champher rods, cutting gas oxygen, DA,Teflon tape,Emery paper/ Tape fine,coarse, Cotton waste/ cotton cloth waste . Will be supplied by the contractor as a part of contract
5	Make for welding electrodes Adore, Diffusion, L & T , Adore or as approved by HZL.For Tools - Taparia,Stainley,JCB , Gedore, Kienly , groze or as approved by HZL in advance.
6	All tools & tackles, Slings- Wire rope / Polyester , D shackle s , bow shackle - ( make - crossby) -- , Welding machine- Make - Adore , L & T , Surarc - OCV- less than 20 & with ELCB , ,Jacks ( up to 200 MT) , Induction heater Up to 150 mm Brg - ID, Measuring tools - Vernier , Micrometer - Inside- 1 M / out side- 300 mm , Dial gauge , Laser alignment kit , feeler gauge - length - up to 12" , Thread gauge , Mechanical & Hyd. Pullers , Torque wrenches- Pnew/electric - up to 50 mm Bolt , Hydraulic torque machine - up to 10K , NM with Sockects up to 80mm / 3" ) Grinder , Portable drill machine , saw cutter , etc Required for day to day maint - ( Make - Mitutoyo) should have age not more than two years, Should have stautory certificates.All devices to be tagged with original serial number
7	Hammer drill machine for RCC , Make HILTI ,, MODEL TE6A or equivalent
8	Platform trolley - up to load - 1 MT , wheel dia - 300 mm , Oil/ grease drum handling trolley & oil transfer pumps
9	Magnetic Chuck drill machine up to 24mm drilling , Bench vice , Table grinder , angle grinders , Straight grinders , Files , emery paper ,hacksaw with blades , Sladge spanner , Hammers ,
10	Chain pulley blocks - 1 MT to 10 MT ,
11	Greasing equipment included - Hand grease gun, 1kg , 5 kg , 50 kg - pneumatic with required hoses

# **Hindustan Zinc Limited**

## **RAMPURA AGUCHA PROJECT**

### **EXPRESSION OF INTEREST**

#### **FOR**

### **OPERATION & MAINTENANCE OF PRODUCTION SHAFT AT RAMPURA AGUCHA MINE**

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- 1.1 **Hindustan Zinc Limited (HZL)**, the operating company of Vedanta in Zinc & Lead business, is on its path to further expand its Zinc & Lead Mining and Smelting capacity. In view of the same HZL (hereinafter referred to as the “Employer/Owner”) has decided to float this Document of Expression of Interest for inviting bids from interested bidders to carry out the works set out herein and more specifically in Section of Scope of Work, of this Document at **Rampura Agucha Mine (RAM)**. RAM is one of the operating units of Hindustan Zinc Limited and is located 225 km north-northeast of Udaipur in the state of Rajasthan, India (hereinafter referred to as the “Site”)
- 1.2 **“Contractor”** shall mean successful **“Tenderer”**.
- 1.3 **“Engineer”** shall mean the officer of the Owner designated as such or any other officer appointed by the Owner from time to time and notified to the Tenderer/Contractor as authorized to act as Engineer for the purpose of the Enquiry/Contract.

## **2 SCOPE OF WORK**

- 2.1 This Enquiry Document (hereinafter referred to as the “Document”). The Scope of Work (also hereinafter referred to as “Work”) to be carried out includes the operation and maintenance of a Production Shaft of 7.5m in diameter having a hoisting capacity of 3.75 MTPA. The scope includes complete manpower compliment for operation of various plants/equipment in the safest and efficient method possible. The scope is more specifically laid out in Section 6 of this Document.
- 2.2 The Scope of Work set out herein shall be carried out as per the Designs and Technical Specifications. The Work actually carried out shall be measured and paid as per the Contract provisions as elaborated in this Document.
- 2.3 All bid/proposals (hereinafter referred to as “Bids”) submitted by the tenderer are to be completed and returned to the Owner in accordance with these Instructions to Tenderer.
- 2.4 To carry out the Works set out in this Document, the tenderers are advised to examine the Drawings and specifications of the plant/equipment or any other necessary element necessary to execute smooth operation of the shaft. The bidder is required to visit the Site prior to submitting the Bid and acquaint themselves with local conditions, access, the extent and nature of the operations, supplies and conditions affecting labour and the execution of the Contract

generally, as no claim on the grounds of lack of knowledge in such respects will be entertained later.

- 2.5 A formal Site inspection meeting will be held at the earliest before prior approval by the Employer. Failure by any tenderer to visit the Site will not absolve the tenderer from any lack of knowledge of Site conditions.
- 2.6 While considering the Scope of Work covered in this Document, the tenderers are to take special note of the safety requirements applicable to this project with zero tolerance to injury and deviation from rules, standards, acts and regulations as shown in the Section 8 Employer's SHEQ Pack included in this Document.

### **3 INFORMATION AND GENERAL REQUIREMENTS**

- 3.1 This Document issued to the tenderer is non-transferable and shall in its entirety including the Drawings, Technical Specifications and other sections always remain the property of the Owner and shall be returned to the Owner on completion of the Contract Works.
- 3.2 The tenderer shall scrutinize carefully all instructions and conditions appearing in this Document and shall be deemed to have done so and satisfied themselves when they submit their Bids.
- 3.3 The tenderer shall also be deemed to have carefully examined and to have knowledge of all the documents, drawings and other annexure forming part of this Document and also have satisfied itself as to the nature and character of the Work to be executed.
- 3.4 The tenderers are also requested to notify the Owner promptly upon receipt of this Document and their intention to submit or not to submit a Bid. Such notification should be sent through mail, tele-fax or in person within 7 (seven) days of issue of this Document.
- 3.5 The tenderer is advised to check the content and number of pages in this Document. If the tenderer finds any of the pages to be missing or in duplicate or any discrepancy or omission from the Drawings, Designs and Technical Specifications or other sections of this Document, or have any doubts as to the meaning or intent of any part thereof, they shall at once inform and notify the Employer/Engineer (appointed by the Employer) in writing in the manner set out in Clause 7 herein below, who may send written instructions or explanations for the same.

- 3.6 No oral communications shall be made by the tenderer in this regard. Every request for an interpretation shall be in writing and addressed and forwarded to the Owner at the address mentioned in Clause 7 below.
- 3.7 The Owner accepts no liability whatsoever in respect of errors, if any, in the tenders due to the foregoing if the same have not previously been notified to the Employer/Engineer in writing.
- 3.8 No alterations, erasures, omissions or additions are to be made to the text and structure of this Document. Should any such alteration, erasure, omission or addition be made it will not be recognised and the reading of the Document as prepared by the Engineer will be adhered to.
- 3.9 Canvassing in any form by the tenderer or any other agency acting on behalf of the tenderer after submission of the tender may disqualify the said tenderer. The Employer's decision in this regard shall be final and binding on the tenderer.
- 3.10 The Owner will not be responsible or pay for any expenses or losses, which the tenderer may incur in the preparation of the tender. In the event of contract cancellation (after award of the tender) all costs associated with tender preparation will be borne by the contractor.
- 3.11 The Owner shall not be liable for any financial obligation whatsoever if the tenderer commits or executes any work or places an order on its suppliers and/or sub-contractors prior to receiving the official written order from the Employer.
- 3.12 Bids received after the due date and time and any change in quotation after the specified date will not be considered. The Owner will not be responsible for the loss of a tender document or for the delay in postal transit.

#### **4 INSTRUCTIONS FOR FILING BIDS**

- 4.1 The Bids can only be submitted in the name of the tenderer in whose name the tender documents are issued by the Employer.
- 4.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 4.3 The tenderer shall sign their Bid with the exact name of the firm to whom the tender document has been issued. The Bids shall be duly signed and sealed by an authorized executive



officer of the tenderer's organization in all the pages.

- 4.4 The tenderer shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also the source of his ability to bind the tenderer. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the tenderer shall be annexed to the proposal.
- 4.5 If the space in this Document or in the Annexures thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively numbered and shall also be signed by the tenderer.
- 4.6 The tenderer should indicate at the time of quoting against this tender their full postal and e-mail addresses and Fax and Telephone numbers.
- 4.7 The tenderer shall set their quotations in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of a discrepancy between the amounts stated in figures and words, the amount quoted in words shall be deemed to be the correct amount. Bids containing qualifying expressions are liable to be rejected.

## **5 TENDER DOCUMENTS**

- 5.1 The tenderer shall return 2 (two) copies of the completed Document which will comprise of this Document in its entirety incorporating the following, fully completed as necessary, together with any additional information requested elsewhere in this Document, including:

- (i) The Schedule of Provisional Quantities
- (ii) Form of Tender and the following Annexure:

<b>Annexure "A"</b>	Site inspection certificate
<b>Annexure "B"</b>	Alterations by tenderer
<b>Annexure "C"</b>	Daywork schedules – Labour
<b>Annexure "D"</b>	Daywork schedules – Plant
<b>Annexure "E"</b>	List of proposed sub-contractors and major suppliers
<b>Annexure "F"</b>	Cash flow prediction

<b>Annexure “G”</b>	Quality management system
<b>Annexure “H”</b>	Site laydown area required by the tenderer
<b>Annexure “I”</b>	Procurement mark-up on extra services and materials supplied
<b>Annexure “J”</b>	Data of safety performance on previous contracts
<b>Annexure “K”</b>	Contract price adjustment
<b>Annexure “L”</b>	Method statement, standard work procedures and risk assessments
<b>Annexure “M”</b>	List of supervisory personnel with CV’s and organogram
<b>Annexure “N”</b>	Labour, plant and equipment histograms
<b>Annexure “O”</b>	Tenderer’s work program for the execution of the works
<b>Annexure “P”</b>	Signatory resolution of tenderer’s/ contractor’s organisation
<b>Annexure “Q”</b>	Schedule of previous experience
<b>Annexure “R”</b>	Contractors SHEQ pack
<b>Annexure “S”</b>	Anticipated Diesel and Power Usage
<b>Annexure “T”</b>	Indicative milestone program

Failure to submit this information and the completed Annexures noted above may render a Bid liable for rejection.

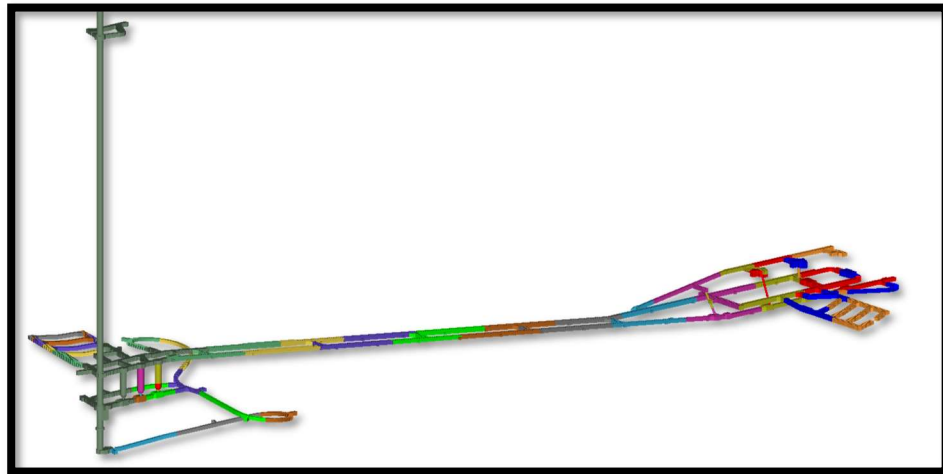
## 6 SCOPE OF WORK IN DETAILS

### 6.1 *Preamble:*

Rampura Agucha Mine (RAM), is one of the operating unit of Hindustan Zinc Limited and is located 225 km north-northeast of Udaipur in the state of Rajasthan, India. The deposit is the largest and richest Lead Zinc deposit in India, having ore reserves and resources of 118 million tonnes with in-situ grade of 13% Zinc and 2% Lead. The deposit was discovered in August 1977 and an open pit mining project was commissioned in November, 1988.

The co-ordinates for the Rampura Agucha Mine are 25 0 50' 00" North Latitude and 70 0 44' 15" East Longitude and is situated 15 km south-east of twin towns of Gulabpura and Vijaynagar, both located on Delhi- Mumbai highway. The nearest railway station is 75 km from Ajmer and 220 km south-west of Jaipur, in the district of Bhilwara, Rajasthan. The nearest airports are approximately 225 km from Jaipur and Udaipur almost at equidistance from the mine site. The nearest sea port is KANDALA which is located about 600 Km from the mine and having good road connectivity to the mine

Rampura Agucha Mine has iso 9001:2000, iso 14001, and OHSAS 18001 certification and accreditation i.e. quality assurance certificate, Environment and Health and Safety Management System certification respectively.



The Production Shaft at Rampura Agucha Mine is already Equipped with the infrastructure and Equipment to efficiently hoist 3.75 MTA, however development and construction of off-shaft development pertaining to connections to the decline section and for other Life of Mine bearing infrastructures.

## 6.2 **Shaft Operation:**

The Shaft Operation & Maintenance is basically subdivided in the following categories:

1. Operation & Maintenance of Ground Mounted Production & Service Koepe Winding System inclusive of all Heavy Duty Winches & all Ropes. Operation includes manning of the both the Service & Production Koepe Winders which ensures smooth operation for round the clock hoisting of Man & Material in safe working manner. Maintenance Activity in this context includes daily, monthly & annual maintenance of both the Production and Service Koepe Winders including Heavy Duty Winches. Scheduled replacement of Winder & Winch Ropes is also included in Contractor's responsibility.
2. Maintenance of Entire Shaft Steel Structure including Head Gear, Bunttons, Guides, Station Steel and Screens. Maintenance includes all daily, weekly, monthly and annual works inclusive of proper cleaning, painting of the steel structure etc.
3. Operation & Maintenance of Electrical & Instrumental Equipment required for Shaft Operation and Off-Shaft Development. Electrical Equipment comprises of 4 nos. of Underground Sub-Stations of 2 MVA capacity each & 3 Mini Sub-Stations of 630 kVA capacity each.
4. Operation & Maintenance of Underground & Surface Conveyors including Transfer Towers & Chutes. The Surface Conveyor includes an overall length of 350m & that of U/G Conveyor is 1235m which is bifurcated in 5 individual conveyors.
5. Lowering and Lifting of Equipment in and out of Shaft respectively with inclusive of dismantle and assembly of Equipment at surface and underground respectively.
6. Operation & Maintenance of Shaft Dewatering System with inclusive of DAMs other than Face Dewatering System.
7. Transport of Diesel & Explosives from HZL Bowser/Magazine to Surface & thereafter to underground.

8. Responsibility of all Statutory approvals, co-ordinations and documentations.

All the operation and maintenance works shall be carried out by the contactor following approved procedures and rules framed under the statutory provisions and Standard operating procedures (SOPs).

#### 6.2.1 **Operation & Maintenance of Winding System:**

The Winding System including but not limited to the following:

S.N.	Equipment
1.	Service Koepe Winder inclusive of Cage & Counter Weight
2.	Production Koepe Winder inclusive of 2 nos. of SKIPs
3.	25T Winch
4.	15T Winch
5.	6T Winch, Reeler & associated Equipment
6.	All Winder and Winch Ropes
7.	Head Gear, EOT Crane & Head Gear Sheaves
8.	All Electrical and Automation System for Winders
9.	All Accessories required to execute smooth operation of the Winding System

Contractor shall be responsible for operation and maintenance of all the equipment mentioned in the above table with safety and quality. Contractor shall provide all tools and tackles for the works to be carried out by the manpower in this domain. Contractor shall also be responsible for Rope Up of the Winders and winches as required under operation and periodical Rope Replacement.

#### 6.2.2 **Maintenance of Shaft Steel Structure:**

The Shaft Steel Structure includes the following:

1. Head Gear at Surface
2. Sub-Bank Steel Structure at Sub-Bank Level including Staircase, ladders etc.

3. Buntions & Guides within Shaft
4. Station Steel Structure including screens, Pent House, Farm Gates, Rails
5. All Pipe Columns within Shaft and up to Battery Limit

Contractor shall be responsible for maintenance, cleaning, replacement, repairs, installation of the above mentioned items with safety and quality. All Tools and Tackles to be under the scope of Contractor.

#### 6.2.3 Operation and Maintenance of Equipment for Regular Shaft Operation

The Equipment required for Shaft Development includes the following:

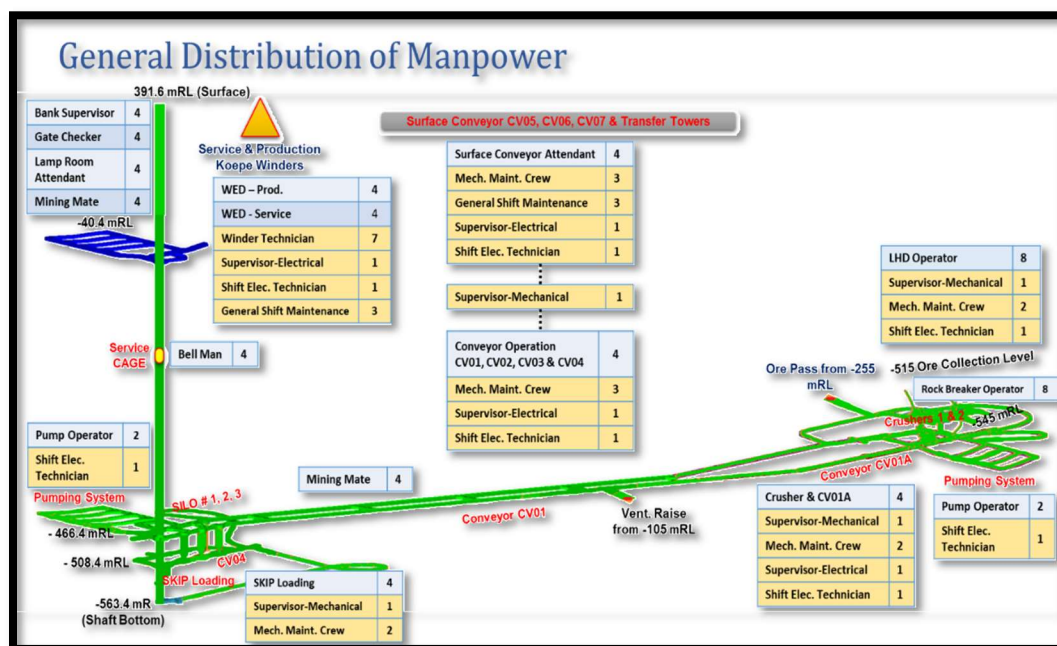
1. All Electrical Systems required for smooth Operation of Shaft including but not limited to Sub-Stations, Cables (surface, within the shaft, underground and up to Battery Limit), PLC Systems, Automation Systems, Telephone System, Signalling & ECAM Systems.
2. Surface and Underground Conveyors including Transfer Towers, Magnetic Separator, Bins, Belt, Loading Flask, Chutes, Vibrating Feeders, Hydraulic Cylinders, Rail Liners, Electrical Automation Systems and any other component required for smooth running of Conveyor System system.
3. Installation & maintenance of HT/LT Cables with inclusive of all relevant accessories up well defined Battery Limit.

#### 6.3 ***Manpower Compliment:***

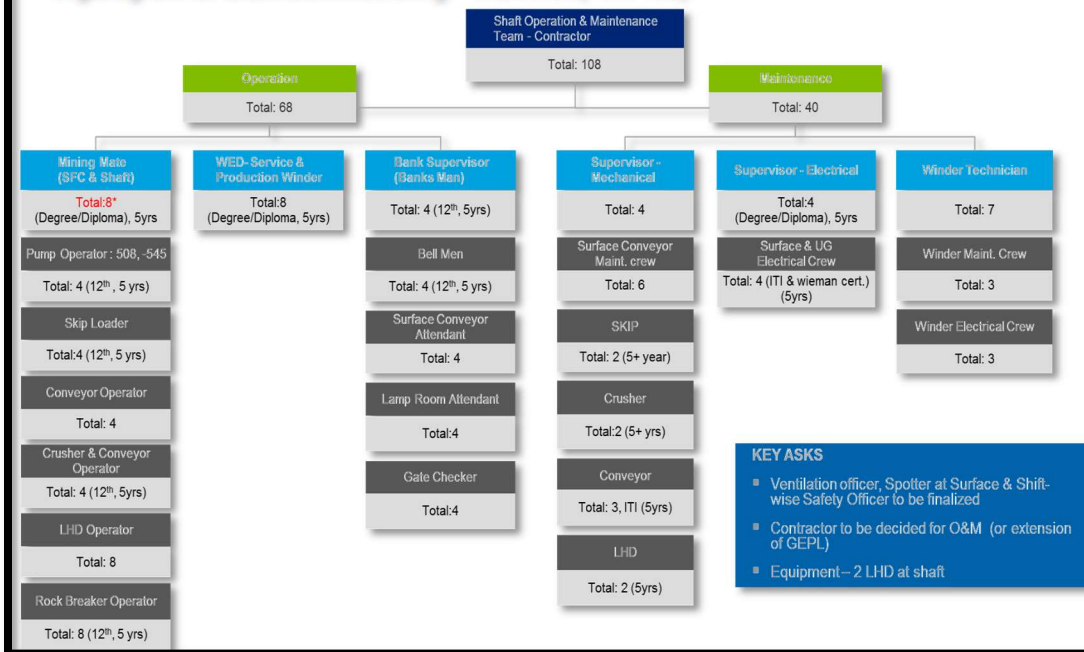
All the sections of the Shaft with the Battery Limit of the Contractor to be sufficiently manned to deliver rated output from the Shaft. Accordingly, a concept of Shaft Operation Organogram is thought of which is laid down below however same to be considered as a concept and contractor is advised to look for further improvements. Requirement of manpower section/shift wise shall be mutually agreed and skill of manpower required to complete the assigned work shall be duly certified by the EIC. Organization chart with role and responsibilities must be submitted by the Contractor on quarterly basis and also whenever any changes in organization chart take place.

The Contractor shall arrange all required and agreed labour, helper, supervisor, safety officer, expert operator, skilled/unskilled person, experienced skilled Expats and management for the awarded work. All the legal obligations for recruitment and management of the labour would be followed by the Contractor. Contractor shall provide Weekly updates of status and plan of manpower compliment.

Contractor must ensure no labour is recruited whose safety record and integrity with company is unsatisfactory and for this purpose, the list of manpower to be recruited needs to be certified by Human Resources department, Safety department and Security department of the Owner. All the recruitments shall also be certified by Mine Manager. All personnel employed by the contractor shall be trained and assessed by the contractor as competent for the task assigned to them. The training and competency records are to be kept up to date and submitted to the Mine Manager for approval before deployment of the personnel underground. The contractor shall demonstrate that the personnel are carrying out tasks safely and in compliance with the approved SOP, by conducting task observations and audits at intervals agreed to with the Mine Manager. Records of these shall be submitted to the Mine Manager as required. No person shall carry out any task or operate any equipment for which they do not have approved competency.



## Organogram for Shaft Commissioning – Workmen (Tot.: 108)





## **APPENDIX - A - Supplier Code of Conduct**

This Supplier Code is applicable to all Suppliers' ('Suppliers' herein refers to suppliers / vendors / agents / consultants / contractors / joint venture partners / third parties) who have business relationship with

Vedanta' (Vedanta herein refers to the company and any its subsidiaries).

### **The Suppliers**

- Shall ensure compliance to all governmental norms local & international on statutory compliances such as Environment Protection, Minimum Wages, Child Labour, US Foreign Corrupt Practices Act, UK Bribery Act, Anti-Bribery, Corruption, Health & Safety etc.
- Shall follow all Environments. Health & Safety and other operational policies of the Company while executing the work under this agreement / contract at company site.
- Shall not take any recourse to any unethical behavior (implicit or explicit) with any employee of Vedanta for the purpose of obtaining an order or any information that may result in a favorable financial impact more specifically:
- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage. No Supplier, or its representatives or employees, shall offer to any employee of Vedanta a kickback, favor, gratuity, or anything of value to obtain favorable treatment or for the advancement of business.
- Shall not take any advantage of any family/social/political connections in obtaining favor with regard to any order Merit shall be the sole attribute for association with Vedanta.
- Shall not offer any gift or entertainment for the purpose of obtaining an order or any undue favor (also refer the Gift Policy of Vedanta which is uploaded on company website).
- Shall forthwith report any unethical activity or discrimination if practiced by any Vedanta employee/other suppliers as per Vedanta whistleblower policy (uploaded on the company website)
- Shall desist from unfair trade practices with your competitors who are also associated with Vedanta
- Shall protect/not in-fringe with any Vedanta intellectual property/information/ technology which comes to your knowledge during the course of your business relationship/dealings with Vedanta

Vedanta expects its suppliers to comply with the conditions of the Supplier Code in letter and spirit It is the Suppliers responsibility to read and understand the contents of Vedanta s Supplier Code and Code of Conduct & Business Ethics policy and agree to uphold its values during your business association with Vedanta

Please contact the concerned Head Commercial/ Company Secretary if you any question about the supplier code

## **APPENDIX - B - WHISTLEBLOWING POLICY**

### **COMPLAINTS AND THE INVESTIGATION PROCEDURES**

The following procedures have been adopted by the Audit Committee of Hindustan Zinc Limited (the “Company”) to govern the receipt, retention, and treatment of Complaints and to protect the confidentiality and anonymity of the stakeholders / employees / cases reported. These policies and procedures apply to and are available to all employees of the Company, and all external stakeholders.

#### **I. POLICY**

Employees have the opportunity to submit / report ‘Complaints’ pertaining to the following areas such as:

- a) Fraud (an act of willful misrepresentation which would affect the interests of the concerned) against investors, securities fraud, mail or wire fraud, bank fraud, or fraudulent statements to the Securities and Exchange Board of India (the “SEBI”), the U.S. Securities and Exchange Commission (the “SEC”), the relevant stock exchanges, any other relevant authority or members of the investing public.
- b) Violations of any rules and regulations applicable to the Company and related to accounting and auditing matters
- c) Intentional error or fraud in the preparation, review or audit of any financial statement of the Company
- d) Any violations to the Company’s ethical business practices as specified in the Company’s Code of Conduct policy
- e) Any other event which would affect the interests of the business

The company will protect the confidentiality and anonymity of the complainant to the fullest extent possible with an objective to conduct an adequate review. External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit ‘Complaints’; however, the Company is not obligated to keep ‘Complaints’ from non-employees confidential or to maintain the anonymity of non- employees. We encourage individuals sending ‘Complaints’ / raising any matter to identify themselves instead of sending anonymous ‘Complaints’ as it will assist in an effective complaint review process.

Post review, if the complaint is found to be have been made with MALA FIDE intention, stringent action will be taken against the complainant. We encourage employees to report genuine ‘Complaints’ and those submitted in true faith.

#### **II. PROCEDURES**

##### **Receipts of ‘Complaints’**

All the ‘Complaints’ under this policy should be reported to the Group Head - Management Assurance, who is independent of operating management and businesses. The contact details are as follows:

**Group Head – Management Assurance,  
Vedanta, 75 Nehru Road  
Vile Parle (E), Mumbai 400 099.  
Tel No. +91- 22 - 66461000  
Fax No. +91- 22 - 66461450**

‘Complaints’ can also be sent to the designated E-Mail ID: **hzi.whistleblower@vedanta.co.in**; the custodian of which is Group Head – Management Assurance. If a complaint is received by any other executive of the company, the same should be forwarded to the Group Head – Management Assurance at the above address.

### **Treatment of ‘Complaints’**

1. Group Head - Management Assurance shall review the Complaint. Investigations may be carried out either by the MAS team or any other external agency / legal counsel or any company employee(s) as the Group Head – Management Assurance may feel appropriate. The investigation team will submit their findings or recommendations to the Group Head - Management Assurance.
2. Once every six months and whenever else as deemed necessary, Group Head - Management Assurance shall submit a report to the Audit Committee that summarizes the number of ‘Complaints’ received and status of actions taken.

### **Access to Reports and Records and Disclosure of Investigation Results**

All reports and records associated with ‘Complaints’ are considered confidential information and access will be restricted to members of the Audit Committee, Group Head – Management Assurance and any other person as permitted by the Group Head – Management Assurance. ‘Complaints’ and any resulting investigations, reports or resulting actions will generally not be disclosed to the public except as required by any legal requirements or regulations or by any corporate policy in place at that time.

### **Retention of Records**

All documents relating to such ‘Complaint’s made through the procedures outlined above shall be retained for at least five years from the date of the ‘Complaint’, after which the information may be destroyed unless the information may be relevant to any pending or potential litigation, inquiry, or investigation, in which case the information will be retained for the duration of that litigation, inquiry, or investigation and therefore as necessary.

### **Amendment to the policy**

The Company reserves its right to amend or modify this Policy in whole or in part, at any time without assigning any reason whatsoever and the same will be posted on the company website

## **APPENDIX - C - SUSTAINABILITY CLAUSES**

### **1. Health, Safety and Environment (HSE) Systems**

**Designation of Supervisor:** The Contractor shall specify one of its employees as the Site HSE Supervisor who shall be responsible for attending HSE matters at all levels at the site of work, including emergency response.

Attendance of contractor: The contractor shall ensure that its site HSE supervisor is present at the place of work and performs supervisory functions at all times whenever four or more workers of the contractor or its sub-contractors are present at the place of work.

**Statutory Compliance:** Contractor shall identify, document and comply with all pertinent Health, Safety and Environment (HSE) laws and regulations, approvals, licenses and permits which are applicable to the services and conduct of activities.

Contractor shall conduct internal inspections and record to ensure full implementation of requirements and compliance with the system at the site. Contractor shall provide documentary evidence that it has complied with the system, on company's demand.

**Contractor Site management plan:** The contractor should comply to his submitted plan in his bid document on how to manage and improve the work site.

### **2. Hazard and Risk Assessment**

**Pre and post Job Safety assessments:** Contractor is responsible and accountable for ensuring effective procedures and assessment systems are in place to meet all HSE conditions.

Prior to the commencement of any operation/activity, Contractor must undertake a hazard and risk assessment, such as a job safety analysis or job risk analysis including control and mitigation process. The risk assessment should cover the following aspects of workplace

1. General Safety and Environmental Management Procedures
2. Waste Disposal
3. Equipment Decommissioning
4. Water Discharges
5. Material Storage/Spills
6. Storm Water Management
7. Use of Asbestos, Lead, CFCs and other objectionable chemicals.
8. Hot working, gas welding , etc
9. All electrical works
10. Work at heights including scaffolding
11. Demolition
12. Construction work of any kind
13. Transport management
14. Tank cleaning or testing
15. Confined space, etc

### **3. Awareness, Competency and Behavior**

**Awareness:** Before commencement of any Services, Contractor shall at its own expense ensure that Contractor's Personnel have been given the necessary HSE training including training in hazard identification, risk analysis, safe working behavior etc. The HSE training shall include a briefing explaining the nature of the part of the Services they will be performing, a job safety analysis and description of the hazards, which may be encountered during the performance of the particular tasks, which they are required to perform. During such training, Contractor shall emphasize the fact that each person has an obligation to stop an act or task if it is unsafe.

Contractor shall ensure that Contractor's Personnel attend refresher courses to maintain familiarity with current procedures. Contractor shall provide evidence of completion of all training and competency assessments upon request by Company.

All Contractors' Personnel arriving on the site shall attend the Contractor's or Company's HSE inductions including a review of the site's safety procedures including Permit to Work and evacuation.

Contractor shall ensure safety meeting schedule, including but not limited to pre shift safety meetings, safety toolbox meeting, safety committee meetings and management review meetings.

**Competency:** The contractor shall ensure that all of its supervisory personnel performing work possess any specific competencies or qualifications, experience, responsibility and authorities required by applicable occupational health and safety laws, and shall provide proof of same satisfactory to company upon request.

**Behavior:** The contractor should provide adequate guidance so that contractor's personnel works to reduce workplace incidents and improve safe performance at all times. The contractor shall ensure that his staff conducts in a fit and proper manner whilst on site. Failure to do this may result in the removal or exclusion of such persons from the site.

### **4. Change Management:**

If there is a change in site supervisor and contractor management personnel, it shall be notified to designated contractor manager as a part of Management of Change (MOC) process. This also includes reassess hazards and risk where the changes occur to the work scope, plant and equipment and the working environments.

### **5. Incident Reporting**

**Reporting:** Any accident, injury, near misses, fire , explosion, spill of chemicals, environment degradation etc involving Company or Contractor's personnel, property or any third party property shall be reported immediately to Company, irrespective of whether injury to a person or damage to property or equipment resulted.

**Access to site:** If Company exercises its right to conduct its own investigation; Contractor shall provide Company with all reasonable assistance to allow & to complete its investigation.

**Learning's:** Contractor shall implement the learning's from incident to prevent a recurrence. Contractor must share lessons learned with Contractor's Personnel.

## **6. Safety Interaction**

The contractor must conduct regular safety interactions of its Personnel in accordance with the Company's safety interaction process. The number and frequency of safety interactions to be performed will be at the discretion of the Company Representative. Quality assessments of the safety interactions will be undertaken by the Company's HSE Personnel. The Service Provider must conduct investigations into incidents, accidents and injuries by its Personnel or involving its equipment and property in accordance with the Company's incident investigation process. Action items must be created to prevent recurrence and be closed out before due dates.

## **7. Emergency Drills**

Contractor shall participate in emergency response drills to test the effectiveness of its emergency procedures and equipment and the knowledge and proficiency of Contractor's Personnel.

Contractor will provide with their emergency response plan (ERP) which must be adoptable to suit the site.

## **8. Cardinal Rule**

Contractor shall ensure that all Contractors' Personnel follow the five safety cardinal rules. The rules are:

- Do not override or interfere with any Safety Provision nor let anyone else override or interfere regardless of seniority.
- Personal Protective Equipment's (PPEs) applicable to the given task must be adhered to.
- Always follow isolation and lock out procedure
- No person will be allowed to work if under the influence of alcohol or drugs
- Report all injuries and illness

On violation of cardinal rules, yellow card will be issued to the concerned personnel and disciplinary action will be taken which may result in suspension of personnel also.

## **9. Personal Protective Equipment**

Contractor shall, at its own expense, supply Contractor's Personnel, where required, in connection with the safe performance of the Services, with adequate protective clothing and other protective equipment including first aid which shall be maintained in good condition or replaced, and shall be worn at all times where required to manage potential injury hazards associated with a work activity under this Contract.

Contractor shall ensure that his personnel have been trained in the correct use and application of PPE. All such training shall be documented and available to company on request.

## **10. Equipment, Tools, Tackles and Resources**

Contractor shall ensure that all plant, tools and equipment used by Contractor's Personnel in the performance of the Services are suitable for use for the particular task or tasks for which they are to be used, are maintained in safe and operable condition and that users of the plant, tools and equipment are trained, experienced and where necessary, licensed and certified to operate them.

Contractor shall maintain a register of all lifting equipment and tackle. Contractor shall, upon request, provide certification of inspection within the previous twelve months for all cranes and lifting slings and tackle before the equipment is used for the Work, and/or shall carry out such tests and inspections as are requested by applicable regulatory authorities. Safe Working Load (SWL) and radius charts shall be available for all lifting equipment and shall be marked on the equipment. Contractor shall ensure pre-inspection of lifting tools tackles including wire rope slings, clamps, shackles, hooks etc before taking up the job. Company reserves the right to require, Contractor to inspect any lifting gear that does not meet the requirements stated above. All equipment shall be stored and operated in accordance with the manufacturer's specification and guidelines.

Contractor shall maintain up to date copies of all tests and maintenance certificates relating to cranes, lifting beams pulley blocks and lifting gear, and shall make them available to the Company upon demand.

All tools & tackles required for the execution of the job shall be arranged by contractor. Also a periodic audit would be undertaken to assess the condition of such tools and tackles.

While using their equipment and carrying out any job, if any equipment / installation belonging to company or any other agency at site is damaged by contractor, it will be made good at the risk and cost of contractor.

Detailed risk assessments shall be conducted for all equipment to identify all foreseeable hazards and determine the most appropriate controls to mitigate the risks associated in using in accordance with HSE laws and regulation.

Vehicles operating in company premises shall observe all parking and speed restrictions, road signs and traffic rules as per company policy.

## **11. Work Permits**

The contractor shall maintain, at the job site, Material Safety Data Sheets for all hazardous materials and products taken onto the job site.

Products are stored in appropriate containers clearly labelled prior to sending to site, all hazard substances are risk assessed to determine their safety requirements and suitability for use.

## **12. Work Permits**

Contractor shall follow the site Permit to Work (PTW) system for carrying out hazardous activities that includes following (but not limited to) activities. The contractor shall not perform any of such activities without first obtaining and displaying the applicable work permit at the project site.

- Hot work
- Confined space entry
- Working at height
- Breaking into piping
- Lockout / Tagout / isolation etc.
- excavation or drilling into the ground or a concrete building slab using powered equipment
- Hazardous substance handling, etc.
- Excavation / trenching
- Chemical management MSDS's
- Any government related permit

### **13. Health and Fitness**

Each contract employee shall undergo a pre-employment medical check and periodical medical examination (PME) as per the company guidelines by a company approved doctor/ medical personnel and cleared for the type of work he/ she will undertake, prior to the commencement of work.

Contractor shall ensure that all Contractors' Personnel are able to perform the essential functions of their respective assignments and shall certify the same to Company if so requested by Company or if required by law. Contractor's medical assessment process shall equal or exceed the requirements of Company's medical assessment procedure.

Contractor shall ensure health assessment, monitoring and management of contract personnel exposure to noise, dust and other physical hazards that have the potential to be harmful to health.

### **14. Disease**

Contractor shall ensure that any of Contractor's Personnel who exhibit any symptoms of any severe infectious disease that is communicable by air or surface contact immediately make appropriate arrangements to be medically assessed and removed from the Site until they have received medical clearance and can provide proof of such clearance.

### **15. Hygiene and Housekeeping**

Contractor shall ensure that Contractor's Personnel maintain high standards of hygiene and housekeeping on the Site. Contractor shall conduct routine hygiene and housekeeping inspections on the site to ensure that standards are maintained.

Contractor shall collect and segregate scraps generated by their activities or services by creating separate bins and finally deposit or utilize as per the directions of COMPANY.

### **16. Environment Protection**

Contractor shall ensure proper collection and storage of used oil and waste oil generated at site. The used oil and waste oil collected so shall be disposed off in compliance to law. Any oil/grease soaked cotton waste would be collected from site of work and suitably disposed as per the guidelines.



Contractor shall use appropriate Personnel protective equipments and follow requisite procedure for handling, transportation and storage of Hazardous wastes inside the plant including disposal sites owned by company.

Contractor shall be solely responsible for damage caused to the surrounding/ environment during transit.

Contractor shall ensure optimum use of water, energy and other resources while providing services and also work for loss prevention in the form of leakages, spills, overflows, wastages etc

Contractor shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid.

Contractor would ensure that spillages, leakages and overflows etc are attended immediately on notice or on intimation.

### **17. Smoking**

Contractor's Personnel shall not smoke at the Site except within designated smoking areas.

### **18. Contractor Accommodation**

Where the Contractor's Personnel provides accommodation for contract workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. In particular, the provision of accommodation shall meet national legislation and shall have t minimum following:

- provision of sanitary, laundry and cooking facilities and potable water
- safe location wrt health, hygiene and fire risks.
- provision of first aid, medical facilities and proper ventilation.
- building material shall be suitably inflammable, have smoke and fire alarms fitted and include other safety checks to prevent fire.

### **19. Clearance of Site**

On a continuous basis consistent with Good Industry Practice during the progress of the Works the Contractor shall clear away and remove pursuant to the directions of the Owner from the Site all scrap, debris, other waste materials. The Contractor shall, leave on the Site for the Owner such temporary works as instructed by the Owner, free of charge.

The Contractor shall at all times and particularly after completion of the Works, keep the Site and 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 Contractor) in accordance with Good Industry Practice.

## **APPENDIX – D - QUALITY ASSURANCE CLAUSES**

### **1. Contractor Quality Assurance**

The contractor must have in place an appropriate quality assurance system that ensures compliance with order specifications and must utilize that quality system in carrying out the work under the Contract.

Any quality system will be used only as an aid to achieving compliance with the Contract and to document such compliance. Such system will not relieve the contractor of the responsibility to comply with the Contract.

Unless otherwise provided in the Contract, testing of equipment, materials or work including all acceptance testing shall be performed by the contractor at its expense and in accordance with Contract requirements.

### **2. Inspection and Acceptance**

In order to assess contractor's work quality, conformance with company's specifications and compliance with the order, upon reasonable notice by company, all goods, materials and services related in any way to the goods and services purchased hereunder (including without limitation raw materials, components, intermediate assemblies, work in process, tools and end products) shall be subject to inspection and test by company at all times and places, including sites where the goods and services are created or performed, whether they be at premises of contractor, contractor's suppliers or elsewhere.

Company's failure to inspect, accept, reject or detect defects by inspection shall neither relieve contractor from responsibility for such goods or services that are not in accordance with the order requirements nor impose liabilities on company.

If any goods and/or services covered by this order is defective or otherwise not conforming with the requirements of this order, the company may, at its option:

- (a) cancel this order as to such non-conforming goods and/or services;
- (b) accept such goods and/or services at an equitable reduction in price;
- (c) reject such nonconforming goods and/or services and require the delivery of suitable replacements.

Material Certification - Written certification shall state that the material used conforms to the specification requirements and test reports are on file. Contractor may present the material

Manufacturer's certificate of test for each material used in the manufacture of inspection lot of the product. The certificate shall show that the test results are in accordance with the specifications and shall be entered into the inspection record. Whenever a Certificate of Quality Compliance is required, the material certification:

- (a) Shall be signed by an authorized company officer or contractor representative responsible for Quality Assurance.
- (b) Shall include actual test/inspection results.

(c) Shall include documentation for all required processes

### **3. Cost of Inspection**

If upon inspection after a direction by the Company Representative to dismantle or open up any part of a material, the material so inspected is in accordance with the Contract, the whole of the expense incurred as a result of the dismantling or opening up and reassembly will be borne by the Company. If the material is found not to be in accordance with the Contract the whole of the expense so incurred, including without limitation, any costs associated with putting that material into a condition which is in accordance with the Contract, will be borne by the contractor.

If the Company Representative gives the contractor reasonable notice that the Company Representative wants to inspect any portion of an Associated Good before it is assembled, and the Service Provider assembles that Associated Good without first giving the Company Representative a reasonable opportunity to inspect, any expense incurred as a result of dismantling or opening up and reassembling that Associated Good will be borne by the contractor.

### **4. Rejection**

If any of the goods and/or services furnished pursuant to this Order are found, within a reasonable time after delivery, to be defective or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Seller or a direct or indirect supplier to Seller, then Buyer, in addition to any other rights, remedies and choices it may have by law, contract or equity, and in addition to seeking recovery of any and all damages and costs emanating there from, at its option and sole discretion and at Seller's expense may:

Require Seller to immediately re-perform any defective portion of the services and/or require Seller to immediately repair or replace non-conforming goods with goods that conform to all requirements of this Order.

Take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of this Order, in which event, all related costs and expenses (including, but not limited to, material, labor and handling and any required re-performance of value added machining or other service) and other reasonable charges shall be on contractor's account

- withhold total or partial payment;
- reject and return all or any portion of such goods and/or services; and/or
- rescind this Order without liability.

For any repairs or replacements, contractor, at its sole cost and expense, shall perform any test requested by company to verify conformance to this order.

### **5. Packaging and Labeling**

All goods purchased here under must be packed and packaged as per contract to ensure its safe delivery in accordance with good commercial practice and where incorporated, the company's packaging specification.

The contractor shall mark on all containers, handling and loading instructions, shipping information, part number, purchase order number and item number, quantity in box, shipment date, and names and addresses of each shipment. Each packing slip shall include; this order number, quantity, item description, order date, shipping date and delivery address, but shall not include pricing information.

**Illustration:**

**Supply Contract:** Supply of Hi-chrome grinding media.

**Material:** Grinding Media (Ball Mill consumable)

**Supply Schedule:** The suppliers are intimated with the schedule to supply the particular quality and size of grinding media.

**Specifications (as defined in contract):** Size: 40 mm, Carbon: 2 to 3.5 %, Chromium: Min: 17 %, Silicon: 0.3 to 0.9 %, Hardness: 60 HRC, Microstructure: Uniform metallographic structure throughout the cross section.

**Pre-dispatch Inspection (PDI) clause (as defined in contract):**

- a) The grinding Media shall be dispatched after pre-dispatch inspection by third party.
- b) The PDI shall be with respect to Quality Assurance Program (QAP) approved by HZL.

**Third Party Inspections:** For inspection of grinding media supplies, two third party inspection agencies viz. Tata Projects Ltd, Hyderabad and TUV India Pvt Ltd, Ahmadabad have been engaged. Scope of work:

a) After receipt of the readiness of the material from the supplier, the third party agency inspects the material at the supplier's works at Jaipur, Ahmadabad or Silvassa as per the Quality Assurance Program (QAP) approved by the Quality Assurance Department. Main QAP parameters are as follows:

- 1) Chemical Composition (% C, % Cr, % Si)
- 2) Hardness
- 3) Microstructure
- 4) Size Tolerance.
- 5) 100% bags should be sealed and tagged after Inspection.

b) Prepare minutes of meeting with the supplier clearly indicating the hold points and the short comings (if any)

c) To collect and sign the test report for the sample material as above and submit the same with the Minutes of Meeting and Internal Test Reports.

**Material Certification:** The Written test certificate along with the material is despatched to the consignee.

**Inspection at Site:** After receipt of the grinding media at site, which is the largest consumer, a random sample is collected and its quality is tested with XRF.

Surprise checking of third party inspection agency is also practiced by the QA team members.

**Result:** Zero defects, high performance product being supplied timely and the result of this culminated in ever lowest consumption of material. The consumption rates - wear rate and tear rate are calculated periodically to check the effectiveness of inspection process.

## **GROUND CONTROL– UNDERGROUND**

### **MINES**

#### **1. Scope**

This standard applies to all underground mining operations managed by Vedanta businesses and specifies mandatory requirements for all existing operations, new acquisitions, shafts and adits including those developed for exploration or mine construction purposes. This standard applies to all contractors and subcontractors who provide works or services to Vedanta. The Sustainability Governance System Guidance Note **GN33 Fall of Ground** provides additional guidance.

The objective of the standard is to eliminate the risk of fatalities and serious incidents resulting from fall of ground in underground mines across Vedanta.

#### **2. People**

- 2.1. All employees and contractors working underground must undergo training in ground awareness and in identifying and communicating rock fall hazards. The training must be approved by geotechnical engineers and delivered by personnel competent and experienced in the practical management of FOG hazards. Refresher training must be carried out on a specified basis;
- 2.2. Supervisors must undergo specific training and be competent in rockfall hazard identification and mitigation;
- 2.3. Each operation must have the resources to ensure compliance with the Ground Control Management Plan/Code of Practice;
- 2.4. Suitably qualified and experienced geotechnical engineers must be used to develop the ground control practices, including the design rationale, calculations, support systems and specification of support materials;
- 2.5. Only trained, competent and authorized persons are permitted to conduct scaling and to install ground support.

#### **3. Process**

- 3.1. Each operation must establish a Ground Control Management Plan/Code of Practice that is specific to the operation and that consists of three elements: design; implementation/approach; and verification/monitoring;
- 3.2. Protocols must be developed and documented ensuring that no person shall go beyond the area of secured ground;
- 3.3. All underground excavations must be designed to specified and documented minimum stability criteria for all relevant rock types;
- 3.4. Up-to-date mine plans clearly identifying ground control hazards and pillars created for safety must be maintained in locations that are easily accessible to the workforce;
- 3.5. Appropriate geotechnical monitoring systems that allow for early warning of ground movement must be established;
- 3.6. Trigger Action Response Plans (TARPs) must be implemented for all geotechnical hazards and must

include risk assessments for non-standard operations and changes in management;

- 3.7. A ground hazard reporting system must be in place to allow the early identification of risks;
- 3.8. Standards must be developed and documented to ensure that appropriately certified personnel inspect and validate that ground support is working as intended;
- 3.9. A scaling regime must be in place to ensure both working areas and access ways are secured. The scaling regime must be transparent and formally documented;
- 3.10. Each operation must provide appropriate tools, equipment and documented work methods for scaling and ground support installation to cater for all sizes of excavation encountered in the mine without exposing people performing the work to injury. As a principle, scaling should be undertaken using a dedicated machine where possible;
- 3.11. Installed ground support must be fit for purpose with materials for all support types specified;
- 3.12. Any ineffective support must be replaced immediately or the area must be shut down;
- 3.13. Areas where risk of rock fall are identified must be barricaded off with clear hazard warning.

#### **4. Review**

- 4.1. Audits, reviews and quality assurance programs related to rock fall hazards must be carried out regularly and formally documented;
- 4.2. The Ground Control Management Plan/Code of Practice must be reviewed yearly and changes in ground conditions, support practices or mining method accounted for;
- 4.3. An annual peer review must be conducted on the ground management plan to monitor compliance;
- 4.4. An external review must be undertaken on a two year cycle to ensure that the ground management plan is appropriate to the operation;
- 4.5. Procedures must be in place defining the frequency and responsibility for inspecting, monitoring, evaluating and reporting on ground conditions inactive work places including development ends, stopes, shafts, declines, access ramps, airways, escape ways and other key sections of the mine including workshops, stores, shaft stations, etc.;
- 4.6. Procedures must be in place defining the frequency and method of testing rock bolts, cables and other support elements including third-party testing of materials used together with the necessary record keeping;
- 4.7. Businesses must comply with all relevant laws and regulations.



**Phil Turner**

**Group Head Safety & Occupational Health**

## General Terms & Conditions

### 1.1 Definitions:

In construing this Agreement, the following words and expressions shall have the meanings hereby assigned to them:

- 1.1.1 **"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;
- 1.1.2 **"Agreement"** shall mean this Agreement, and any Annexures thereto forming part of this Agreement and/or any Purchase Order issued thereunder.
- 1.1.3 **"Claims"** shall mean all claims, liabilities, costs, damages, price adjustment, default penalties for failure to meet guaranteed Performance Parameters, Liquidated Damage, assessment, fine or levy and expenses (including court costs and legal fees) incurred thereto.
- 1.1.4 **"Conditions"** shall mean these General Terms and Conditions as provided under this document.
- 1.1.5 **"Effective Date"** shall mean the date of the Purchase Order;
- 1.1.6 **"Environmental Damage"** includes soil erosion; removal of vegetation, unless the same is carried out under a permit; destruction of wildlife; pollution of groundwater or surface water; land contamination; air pollution; noise pollution; bush fire; disruption to water supplies or to natural drainage or natural flow of rivers or streams; and damage to archaeological, paleontological or cultural sites and includes any damage or injury to, or destruction of, soil or water in their physical aspects together with vegetation associated therewith, aquatic or terrestrial mammals, fish, avifauna or any plant or animal life whether in the sea or in any other water or on, in or under land or any other damage under Applicable Law;
- 1.1.7 **"Goods and Service Tax"** means the Central Goods and Service Tax Act, 2017, the Integrated Goods and Service Tax Act, 2017, the Union Territory Goods and Service Tax Act, 2017, the Goods and Service Tax (Compensation to States) Act 2017, the applicable State Goods and Service Tax Act as passed by the concerned State and all the rules made thereunder, relevant notifications, circulars, clarifications and orders issued thereunder and any amendments made thereto and

any reference to Goods and Service Tax payable or cess payable means tax payable under any of the aforementioned laws.

- 1.1.8 **"Governmental Authority"** shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question.
- 1.1.9 **"HSE Policy"** shall mean the policy of the Owner with regard to Health Safety and Environment, as mentioned in this Contract or any part of it herein, or otherwise communicated to the O&M Partner.
- 1.1.10 **"Party"** means the Owner and the Operation and Maintenance Partner, individually and "Parties" means the Owner and the Operation & Maintenance Partner, collectively.
- 1.1.11 **"Personnel"** shall mean any personnel provided by O&M Partner and utilized to perform the Services at the specified / agreed location.
- 1.1.12 **"Purchase Order/PO"** shall mean (i) the written instruction by Owner issued to O&M Partner for the provision of Services under this Agreement, which shall include the specific requirements with respect to the scope of work, applicable rates and charges and the location of the Site; and (ii) if applicable, the oral instruction under this Agreement which shall be reduced to writing as soon as practicably possible including the specific requirements described above.
- 1.1.13 **"Owner"** shall mean and include Owner/Owner and its Affiliates.
- 1.1.14 **"Performance Parameter"** shall mean the parameters mentioned in this Agreement, or any part of it hereunder, or otherwise communicated to the O&M Partner.
- 1.1.15 **"Representative"** in respect of the Owner and the O&M Partner to include the persons so identified on the Purchase Order as their representative or such other person(s) notified by the Owner or the O&M Partner in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the O&M Partner having commonality of interest with the O&M Partner.
- 1.1.16 **"Services"** means the tools, equipment, materials, supplies and Personnel to be provided by O&M Partner and the work to be carried out as specified in the Agreement and any Purchase Order.
- 1.1.17 **"Site"** shall mean the location where Owner wishes the O&M Partner to provide the Services.

- 1.1.18 **“Specification”** includes performance parameters and/or the scope or technical parameters of the Services attached to or referred to in this Agreement and/or any Purchase Order.
- 1.1.19 **“Operation & Maintenance Partner”** shall mean the O&M Partner and include Contractor/Supplier, its Affiliates and its and their subcontractors and contractors of any tier and its and their respective Affiliates. Such reference to Contractor or Supplier may be used interchangeably for O&M Partner under the Agreement and these GTCs.
- 1.1.20 **“Tax” or “Taxes”** shall include all taxes, including income tax, withholding tax, dividend distribution tax, capital gains tax, fringe benefit tax, GST, customs duty, wealth tax, gift tax, franchise, property, use, employment, license, occupation tax, governmental charges, fees, cesses, levies or assessments or other taxes, levies, fees, stamp duties, statutory gratuity and provident fund payments or other employment benefit plan contributions, withholding obligations and similar charges levied under Applicable Law and shall include any interest, fines, and penalties related thereto and, with respect to such taxes, any estimated tax, interest and penalties or additions to tax and interest on such penalties and additions to tax together with any other statutory charges which may be payable by the Contractor, its Sub-Contractors and any of their employees, levied under the Applicable Law.
- 1.1.21 **“Trade Usage”** refers to generally accepted practice or norms in relation to expected standards, permissible deviation, internationally accepted scientific data, foreseeable consequences attributable to deviation beyond permissible deviation established over a period of time in course of commercial dealing between the parties to this Agreement or their associates.

**1.2 Interpretation:**  
In this Agreement:

- 1.2.1 Headings are for convenience only and shall not govern or affect the interpretation of the Agreement;
- 1.2.2 Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice versa;
- 1.2.3 Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any sub-ordinate legislation made under it;
- 1.2.4 References to persons include companies, corporations, partnerships, associations, and other organizations whether or not having a separate legal personality;

- 1.2.5 Except where otherwise indicated, reference to clauses, sub-clauses, recitals and annexures shall be to the clauses, sub-clauses, recitals and Annexures of this Agreement;
- 1.2.6 "including" means "including without limitation";
- 1.2.7 If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a business day as per Trade Usage, that act, matter or thing shall be done on the preceding business day.
- 1.2.8 Only in the event of inconsistency between the Provisions of these Conditions and the Purchase Order(s), these Conditions will prevail, otherwise both Purchase Order(s) and the Conditions shall be harmoniously construed to give effect to both to the extent possible.
- 1.2.9 The term “Agreement” or “Contract” may be used interchangeably for each other in this document and shall be construed as referring to the same context.
- 1.2.10 The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply.

**2. Representations & Warranties**

2.1 The O&M Partner represents and warrants that:

- (i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to supply Materials and perform the Services as detailed in the Scope of Services above and as may be necessary to perform its obligations hereunder in a professional manner.
- (ii) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.
- (iii) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.
- (iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.
- (v) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.



(vi) It shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.

(vii) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;

(viii) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (IPR) (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Owner, for use related to the Services, and that any IPR provided by the O&M Partner shall not infringe the IPR of any third party;

2.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

2.3 O&M Partner warrants and guarantees that:

(i) all Services shall be supplied in accordance with the provisions of the Agreement/Purchase Order and with generally accepted industry standards, Trade Usage with regard to quality, Specification, quantity, measurement, performance and/or functionality and are free from defects in material and workmanship;

(ii) in the case of Services, be of the best quality and workmanship and shall be free from fault or defect (including latent defect), with such tolerances as stated in the Specification or on the drawings.

(iii) The O&M Partner will ensure that all services which may not be specifically mentioned in the scope of work, but which are usual or necessary for successful completion of the work to be done, shall be performed without any extra cost to the Owner.

(iv) In case of any damage, loss, pilferage of equipment and materials, the O&M Partner shall arrange prompt replacement for the same without prejudice to HZL's right to claim damages for such loss or pilferage of equipment from the O&M Partner.

(v) Time shall be of the essence and any Services performed shall be in strict accordance with any time or schedule specified hereunder.

**2.4 Obligations of O&M Partner:** O&M Partner shall comply with all laws, rules, regulations including but not limited to labour laws, rules, regulations or labour tribunal or conciliation officer or court order or directives of any government authority having jurisdiction over O&M Partner's activities directly or through contract labour whether within or outside the premises of HZL and shall release, defend and indemnify the Owner against any levies, fines and penalties which may be asserted or assessed against the Owner by reason of violation of such laws, rules, regulations or directives by any member of O&M Partner Group.

2.5 HZL reserves its right to demand adequate security for

subsequent transactions as a surety for non-adherence of any statutory laws by the O&M Partner, in case there is a breach (actual, threatened or perceived) of any statutory laws. Provided however that the exercise of any such right to demand surety by the HZL shall not absolve the O&M Partner of any of its obligation / liabilities under this Agreement and / or the law.

2.6 O&M Partner shall provide canteen facility as applicable to his workmen/labourers. O&M Partner shall avail the Canteen facility available in the premises for its workmen/labourers and proportionate subsidy shall be borne by the O&M Partner.

2.7 O&M Partner shall engage only those workers to execute the Services as are deemed medically fit to execute such work. The O&M Partner shall submit the relevant and applicable form, certified by a government doctor/dispensary proving the medical fitness of all the workers engaged by him for the execution of the Contract, at the time of getting gate passes for them.

2.8 The O&M Partner shall ensure that all the workers employed by him shall undergo the PME as scheduled by HZL.

2.9 The O&M Partner shall maintain all relevant records as required under any of the Acts, Rules, Regulations or Laws Applicable to the O&M Partner, or as required by the Owner under this or any other Contract, and shall produce them on demand of statutory authorities or authorized officers of the Owner. Any failure in this regard will be deemed a violation of this Contract, and shall attract penalties.

2.10 The O&M Partner shall ensure that in all the Workmen Compensation Insurance Policies, a clause to the effect "Principal's Interest Protected" is specifically covered.

2.11 The O&M Partner shall not employ any Inter-State Migrant Workmen, as defined under the Inter-State Migrant Workmen Act or otherwise covered within the scope of such Act, for execution of the Contract unless so agreed in writing by HZL.

2.12 The O&M Partner shall get the necessary police verification done before employing workers for the execution of the Contract.

2.13 The O&M Partner shall, on demand of the Owner, present for inspection the original copy of any document asked for.

2.14 Anything contained under Clause 2.4 above shall be without prejudice and will be in addition to, and not in substitution to any other clause under this agreement including annexures thereof.

## **2.15 Legal Compliance:**

2.15.1 The O&M Partner shall ensure that the performance of this Agreement and provision of the Services complies to all provisions of the relevant legislations, regulations and by-laws of the central/state/local authorities having jurisdiction at site

and, shall, unless mentioned otherwise in technical scope of work, arrange for all necessary statutory approvals at his own cost.

2.15.2 The O&M Partner shall give all notices required under the said acts, regulations and/or by-laws and shall indemnify the Owner towards any omission or commission in this regard.

2.15.3 The O&M Partner shall be responsible for observing all statutory laws as applicable including following:

- Mines Act
- Payment of Wages Act and Payment of Bonus Act
- Minimum Wages Act
- Contract Labour (Regulation and Abolition) Act, 1970
- Employees Liability Act
- Factories Act, 1965
- Payment of Gratuity Act, 1972
- Workmen/Employees Compensation Act.
- Apprenticeship Act
- Employee PF & Miscellaneous Provisions Act, 1952
- Family Pension Scheme
- Deposit Linked Insurance
- Modern Slavery Act 2015
- Interstate Migrant Workers' Act 1979

Any other enactments/ rule in force or made applicable from time to time.

2.15.4 The O&M Partner shall take Workmen Compensation Insurance Policy to enable him to discharge various liabilities under Workmen/Employees Compensation Act.

2.15.5 The O&M Partner shall take valid labour license and shall submit the copy of it to the Owner before commencement of the Services.

2.15.6 The O&M Partner shall pay to his workers, minimum wages plus other statutory benefits as per the Minimum Wages Act or as prescribed by Owner for such jobs, whichever is higher. The wages to other semi-skilled & skilled workmen will be proportionally on higher side as applicable.

2.15.7 The O&M Partner shall obtain group insurance policy for the entire contract period for their employees and the same shall be submitted for verification within seven days of awarding the contract.

2.15.8 Anything agreed in the Contract but prohibited under any provision of the Indian Foreign Exchange Management Act, 1999 and amendments thereof, except with the permission of the Government of India and / or the Reserve Bank of India, shall be done only after such permission is granted.

#### 2.16 Conflict of Interest

The parties warrant that, at the date of entering into the contract, no conflict of interest exists or is likely to arise in the performance of their obligations under the contract. If, during the term of the contract, a conflict or risk of conflict of interest arises, the party so conflicted undertakes to notify the other party immediately in writing of that conflict or risk and take any

steps that require resolving the conflict or dealing with the risk including but not limited to termination of this Contract at the option of HZL.

2.17 Notwithstanding anything to the contrary, if due to any reason whatsoever owing to circumstances attributable to breach of any clauses of this Contract by the O&M Partner or failure to achieve the specified Performance Parameters under the Contract, which may lead to either, any liability or operational disruption for the Owner, or the Owner not being able to claim input tax credit of the Tax paid to the O&M Partner, or otherwise Owner failing to meet any obligations under any approvals, permits, registrations, tax filings and/or contracts, then in such an event the Owner shall be rightful to recover such loss attributable to aforesaid events including but not limited to any interest, penalties and all other charges/ expenses imposed on the Owner, from the O&M Partner.

2.18 The O&M Partner shall undertake the Scope of Services in such a manner that there is no Environmental Damage is caused.

2.19 The O&M Partner understands that the Scope of Service remains wholly outsourced under this Agreement by the Owner in lieu of undertaking to the Owner by the O&M Partner of meeting the guaranteed Performance Parameters and other obligations as per the Responsibility Matrix or such other document detailing out the responsibilities of the O&M Partner, whether or not the same forms part as an Annexure to this Agreement.

### 3. Invoicing, Taxes, Payment and Insurance

3.1 The O&M Partner shall submit the invoices (both original & duplicate) along with the delivery of the Materials or performance of the Services. The Owner reserves the right to reject the Materials or Services received without the invoices.

3.2 The O&M Partner shall ensure that the invoices submitted in accordance with Clause 3.2 are complete in all respect and shall specify descriptions as required under the Goods and Services Tax and other Applicable Laws.

3.3 The Owner shall not be liable for any tax or levies or duties or charges for any reasons whatsoever, unless specifically mentioned in the invoice issued along with the delivery of the Materials or performance of the Services.

3.4 To the extent that the input tax credit is available to the Owner, the applicable GST, if any, shall be paid by the Owner, only upon fulfilment of the following conditions cumulatively:

- i. the O&M Partner shall submit valid invoice(s) to the Owner, in accordance with the Applicable Law, so as to enable the Owner to claim GST credits, if any, available to the Owner, under the Applicable Law. Such invoice(s) shall *inter alia* reflect, the details of the nature of service(s) provided, the breakup of Contract Price charged along with the applicable GST, if any, payable thereon, and all other details/ particulars/ information required to be furnished in this regard, in terms of the Applicable Law. The Owner shall not be bound to make any other payments except for the Contract Price and GST mentioned therein. Any out-of-pocket expenses shall not be

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payable by the Owner, unless a valid invoice as per the Applicable Law is issued in this regard.

ii. The O&M Partner shall discharge the liability of GST to the concerned authorities and upload the relevant details and the GST returns in relation to such payments within the stipulated timelines prescribed under the Applicable Law.

iii. If at any time the credit of GST, paid by the O&M Partner, under any invoice issued by the O&M Partner, is denied to the Owner, or payment is demanded by statutory authorities due to a deficient invoice or incorrect reporting of transactions or inadequate documents or in the event an invoice or other tax documents do not satisfy the requirements under the Applicable Law or due to the Contractor's failure to deposit any tax collected from the Owner, the O&M Partner undertakes to defend, indemnify and hold the Owner harmless against any demand or denied tax credits as well as any interest, penalties and all other charges/ expenses imposed on the Owner as a result of claiming such tax credit.

iv. the O&M Partner shall be responsible for ensuring that it is registered under the Applicable Law including relevant GST legislations during the term of this Contract. In case, the registration of the O&M Partner is cancelled, withdrawn or surrendered during the term of this Contract, or where, for any reason, whatsoever, the O&M Partner is not required to obtain registration under GST legislations, the O&M Partner undertakes to intimate the Owner immediately. If at any time, the O&M Partner fails to intimate the Owner about the de-registration/ cancellation, the O&M Partner undertakes to defend, indemnify and hold the Owner harmless against any liability including that of any unpaid GST as well as any interest, penalties and any/all other charges/ expenses imposed on the Owner as a result of the same.

3.5 the O&M Partner undertakes that it shall pass on the benefits of any tax related exemptions or rebates to the Owner and that it shall provide the Owner with any transaction related documentation/ information that it may require in order to avail any tax credits/ rebates/ deductions/exemptions.

3.6 the O&M Partner shall comply with the Anti-Profiteering measures prescribed under the GST legislations.

3.7 The Owner shall be entitled to retain or withhold any part or whole of the Contract Price including GST, if any, payable thereon, in the event the O&M Partner breaches any of the material terms of this Contract or is not in compliance with the conditions stipulated under Clause 27.1 above, until the same has been complied with, or the requirements under the Applicable Law in relation to this Contract have been adhered to. Such retention or withholding by the Owner shall not be deemed to constitute a breach of the Owner's obligations under this Contract and the Contractor agrees that it shall not seek any remedy, relief or claim from the Owner in relation thereto.

3.8 O&M Partner shall submit sufficient supporting document(s) along with its invoice for freight amount paid and consequently claimed by the O&M Partner, if the accepted freight term as "extra to be paid by the Owner".

3.9 Without prejudice to any other right or remedy, the Owner reserves the right to set off any amount owing at any time from the O&M Partner to the Owner against any amount payable by the Owner to the O&M Partner.

3.10 O&M Partner shall not suspend deliveries for any payment delays on account of genuine disputes.

3.11 In the event of any discrepancy in the invoice submitted by the O&M Partner, the Owner shall give a written notice to the O&M Partner specifying the discrepancy thereof. Such invoices shall be treated as disputed invoice (**Disputed Invoice**).

3.12 Upon receipt of a notice from the Owner notifying any discrepancy in the Disputed Invoice, the O&M Partner shall withdraw the Disputed Invoice and submit a rectified invoice for the undisputed amount and the Owner shall pay the amount set out in such rectified invoice within a reasonable time. The Owner shall not make payment of the amount set out in the Disputed Invoice, if the Owner has notified any discrepancy with respect to certain entries in the Disputed Invoice till such time as the discrepancy is resolved by the Parties. For avoidance of doubt, the Owner and the O&M Partner shall endeavour to settle the disputed amount as quickly as possible through good faith negotiations.

3.13 O&M Partner shall effect and maintain with a reputed insurance company a policy(ies) of insurance providing an adequate level of cover in respect of all risks which may be incurred by the O&M Partner, arising out of the O&M Partner's performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained throughout during the subsistence of the Agreement.

3.14 The O&M Partner shall be solely responsible for all equipment and materials installed/used by it for the execution of the Contract, and shall obtain a comprehensive liability insurance cover at its own cost.

### **3.15 Security Deposit**

Owner reserves the right to demand as security for the due, proper and faithful fulfilment of the obligations under the contract which the O&M Partner will furnish within 30 days from the effective date of contract to Owner, security deposit of INR (amount) in the form of Bank Guarantee (in Owner's standard format) from a Bank which is acceptable to Owner. Bank Guarantee should be valid for a period of the contractual completion period with further 6 months as the claim period. In case of termination of contract before the date of expiry, the Bank Guarantee claim period will be 6 months from the date of such termination. If the O&M Partner fails to fulfil any of its obligation under this contract and such failure remains unrectified, the Owner will be entitled to encash the Security Deposit Bank Guarantee to the extent of losses arising out of the said default. In case of delay in completion of the work, the bank guarantee shall be extended suitably by the O&M Partners at its cost.

### **3.16 Audit and Inquiry:**

3.16.1 If Owner has a reasonable basis to believe that O&M Partner or any Related Party has taken or failed to take any action that may subject Owner or its Affiliates to liability under the Anti-Corruption Laws or any other non-compliances, O&M Partner agrees that Owner shall have the right (but not the obligation) upon written notice to O&M Partner, to make due inquiries from the O&M Partner and its Related Parties to determine to Owner's reasonable satisfaction whether any actions or failures to act on behalf of O&M Partner or its Related Parties may subject Owner to such liability, O&M Partner will cooperate in good faith.

3.16.2 Owner shall have the right of access to O&M Partner's premises with reasonable prior notice to inspect the progress or the performance of Services to otherwise satisfy itself as to compliance of the Agreement and agreed delivery dates. O&M Partner shall procure similar rights of access for Owner at the premises of any subcontractor. Such Inspection shall in no way relieve O&M Partner of its liabilities and obligations under the Agreement or otherwise.

### **3.17 Testing, Inspection and Quality Control**

The Owner or such persons as he may appoint for the purpose, may inspect and test the services at all stages and shall have full power to reject all or any portion of the services that may be considered to be defective or inferior in quality, material, workmanship or design to that required in the Contract or otherwise delivery of such services involves any malpractices adopted by the O&M Partner. Without prejudice to HZL's other rights under the Contract, any portion of the Services so rejected shall be replaced immediately by the O&M Partner at his risk and expense unless, in the opinion of the Owner, the Services rejected can be so treated and rectified so as to render it acceptable in terms of the Contract, in which case the O&M Partner at his own risk and expense shall cause the said Services to be dealt with in a manner approved by the Owner. Any such Services shall be re-submitted for inspection and test and shall immediately be replaced by the O&M Partner if not to the satisfaction of the Owner. The O&M Partner shall at his risk and expense carry out such tests as are required by the Owner to determine that the Contract is being complied with. Failure by the Owner or his appointee to avail himself of his rights in terms of this clause in regard to any Services rendered shall not be construed as an approval by the Owner of such Services undertaken.

### **4. Post Payment Audit**

4.1 The Owner reserves the right to carry out a post payment audit and/or technical examination of the work, and the final bill, including all supporting voucher abstracts etc., and to enforce recovery, if any, found as a result of such examination, any over payment if discovered in respect of work done and/or alleged to be have been done by the O&M Partner under the Contract, and such recovery will be made by the Owner, using any or all of the methods or modes prescribed herein. If, on the other hand, any under payment is discovered, the amount shall be duly paid to the O&M Partner by the Owner. Further, the Owner reserves the right to make such recoveries and adjustments notwithstanding the fact that the amount of the final bill may be included by one of the

parties as an item of dispute. Further, unless the O&M Partner pays and clears the claims of the Owner immediately on demand, the Owner shall at all times be entitled to deduct the sum due from the O&M Partner from its bill, or from the security deposit amount, which may have become payable or will become payable to the O&M Partner under these presents or under any other contract or transaction whatsoever between the O&M Partner and the Owner.

### **5. Passing of Ownership, Risk, Copyright, Patents and other Proprietary rights etc. ("IPR")**

5.1 Unless otherwise stated in the Purchase Order, Services shall remain at the risk and cost of the O&M Partner until delivered in a deliverable state to the Owner in accordance with all the terms and conditions of this Agreement or in the manner specified in the Purchase Order and subject to performance testing by the Owner as per the requirement of the specifications under the Scope of Services;

5.2 (i) If any Services performed or provided under the Agreement and/or Purchase Order involves a patent, copyright, trademark, or proprietary information (IPR), O&M Partner hereby grants Owner a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge. Without prejudice to the above, the proprietary rights in relation to IPR of the O&M Partner shall continue to vest with the O&M Partner.

(ii) Owner is the sole owner of IPR in anything developed and delivered under this Agreement. O&M Partner shall provide at Owner's reasonable request any documentation necessary to confirm Owner's ownership interest in such IPR. O&M Partner shall retain ownership of any IPR vested in O&M Partner prior to this Agreement or created by O&M Partner outside of its performance of this Agreement during the term of this Agreement.

(iii) O&M Partner shall at all times be responsible for, shall release and shall defend, protect, indemnify, hold harmless and defend Purchasing Group, from and against any Claim by a third party for infringement of any IPR which may arise out of the sale and/or use of the Services performed and/or provided by O&M Partner.

### **6. Events and Consequences of Default**

#### **A. CONTRACTOR'S EVENT OF DEFAULT**

The following shall be considered a "Contractor's Event of Default":

i) The Contractor commits a material breach of a term of this Contract including but not limited to failure to meet the guaranteed Performance Parameters and such breach continues for 30 days after notification of said breach by the Owner.

ii) The Contractor does not follow the statutory rules and norms resulting in material suspension of mining services for a continuous period of 30 days during the contract term.

iii) Any order of insolvency, appointment of liquidator



(provisional or final), appointment of receiver of any material assets of the Contractor, levy of any order of attachment of the material assets of the Contractor, and order or injunction restraining the Contractor from dealing with or disposing of its assets.

iv) Any other event of default as specified under the General Terms & Conditions to this Agreement.

## B. CONSEQUENCES OF DEFAULT

6.1 If the O&M Partner breaches any of the warranties or representations under the Contract; or breaches any other provision of the Contract or any of the Services otherwise fail to comply with the provisions of the Contract; the Owner shall notify the O&M Partner of such failure to comply with the Contract, or the breach of warranty, as the case may be.

6.2 If the O&M Partner fails to rectify such breach in supply of the Services under this Contract, which being capable of remedy are not remedied within 14 days of notice of such default, the Owner may at its discretion and without prejudice to other rights and remedies under the Contract or otherwise, avail itself of any one or more of the remedies as hereunder:

(i) reject the Services (in whole or in part) which are not in deliverable state as per the conditions of the Contract at the risk and cost of the O&M Partner and O&M Partner shall immediately pay to the Owner a full refund for the Services so rejected.

(ii) give the O&M Partner the opportunity at the O&M Partner's expense either to remedy any defect in the Services or substitute Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled within a reasonable period specified by the Owner;

(iii) refuse to accept any subsequent performance of the Services which the O&M Partner attempts to make, in each case without any liability to the O&M Partner;

(iv) carry out or ensure that some other person carries out, at the O&M Partner's expense, any work necessary to make the Services comply with the Contract (including but not limited to freight, disassembly and reassembly);

(v) instruct the O&M Partner to suspend performance of its obligations under this Contract with immediate effect and to take such steps as the Owner may direct in order to remedy such breach at the O&M Partner's expense;

(vi) claim such damages foreseeable or otherwise as may have been sustained consequential to such breach or breaches of the Contract as per terms and conditions of Agreement or under applicable Trade usage taking into account the prevailing trade practice or scientific data of potential loss attributable to usage of such Services;

(vii) opt to use or consume the Services in the event of non-availability of substitute Services or to maintain operations of the plant or to avoid plant shut down but without prejudice to its right to claim damages attributable to consequences arising due to off-spec Services;

(viii) obtain substitute Services or purchase substitute services elsewhere and recover from the O&M Partner any expenditure reasonably incurred by the Owner in obtaining the Services in substitution from another O&M Partner.

6.3 If the Owner exercises its rights under conditions (ii), (iv) and/or (v) above in respect of Services which do not, in the Owner's opinion, meet the requirements specified in the Contract, the O&M Partner shall grant necessary right to the Owner to utilise the relevant Services until such time as they meet those requirements.

6.4 Notwithstanding anything to the contrary in this Agreement, there shall be no obligation whatsoever on the Owner to accept any defective or sub-standard quality Service, and/or performance of the Agreement and it is expressly agreed by the Parties that acceptance of such defective or sub-standard quality Service, and/or delayed performance by the Owner in its sole discretion, shall not prejudice any right / claim of the Owner to damages for supply of such defective or sub-standard quality Service, and/or delayed performance and/or for breach of the Agreement. In the foregoing, the Owner shall reasonably determine the amount of damages that shall be leviable upon/payable by the O&M Partner. Any damages so determined by the Owner shall be paid by the O&M Partner within fifteen (15) days. The levy of damages/acceptance of performance, as above, shall not prejudice any rights of the Owner as per other terms of this Agreement/Purchase order.

6.5 In the event of breach by the O&M Partner of its obligations under the Contract, the Owner may terminate the Contract in whole or in part or to rescind the Purchase Order, in each case without any liability to the O&M Partner.

6.6 If the O&M Partner is in breach of any of its obligations under this Agreement (including, without limitation, any breach of Policy of Health Safety and Environment, and Code of Conduct as under Clause 27 of this Agreement, the Owner shall be entitled to immediately suspend the Work (or part thereof) by written notice to the O&M Partner until such time as such breach has been remedied by the O&M Partner, in which case no rates or other amounts shall be payable to the O&M Partner in respect of such period of suspension.

## 7. Expediting Process

If for any reason which does not entitle the O&M Partner to an extension to the Schedule, the rate of progress of the works is at any time in the reasonable opinion of the Owner too slow to ensure that the performance of the Services will be complete in accordance with the Schedule in relation thereto, the Owner may so notify the O&M Partner in writing. The O&M Partner shall respond within 10 (ten) working days with its plan (including but not limited to re-planning task sequences, increasing labour or other resources of the O&M Partner or any subcontractor employed on the works or the addition of subcontractors) to accelerate the progress of the works so as to achieve the Schedule. The O&M Partner shall not be entitled to any additional payment for taking such steps.

## 8. Risk purchase

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In the event of any delay or any breach in performance of the Services, the Owner shall be at liberty to either (i) continue the contract with due liquidated damages; or (ii) engage any other agency, parallel to the O&M Partner, to complete part of the balance Services at the risk and cost of the O&M Partner; or (iii) cancel the contract and get the balance Services done from any other agency at the sole risk and cost of the O&M Partner. The additional cost and expenses so incurred by the Owner in procuring the whole or part of Services shall be liable to be recovered from the charges payable to the O&M Partner or the Security deposit or Bank Guarantee so deposited by the O&M Partner.

## **9. Permits, licenses, encumbrances, liens etc.**

9.1 The O&M Partner shall ascertain and comply with the Applicable Laws in performance of the Contract and shall obtain and keep in good standing all approvals, permits and licenses, right of way, as the case may be, which are necessary or expedient for the performance of his obligation under the Agreement. These approvals, permits and licenses shall be valid and acceptable under appropriate laws.

9.2 The O&M Partner shall not cause or permit any lien, attachment or other encumbrance other than for borrowings in the ordinary course of business.

## **10. Safety**

10.1 The O&M Partner shall follow in letter and spirit, the safety policy of the Owner, and if not made available to him (cannot be an excuse for violation), shall collect the same from the Owner. O&M Partner acknowledges that maintain highest standard of safety as per the HSE Policy of HZL remains the fundamental condition of this Contract and failure to adhere with the same will constitute material breach and in such event, Owner reserves the right to terminate the contract with all consequential damages and liabilities to the account of the O&M Partner.

10.2 The O&M Partner shall ensure that all safety measures as recommended and stipulated in the Policy are adhered to, and shall take all safety precautions while the work is under progress. O&M Partner shall further ensure that the workers do not indulge in any unsafe or hazardous practice during the execution of the Contract.

10.3 The O&M Partner shall ensure that PPEs such as safety helmets, gloves, safety shoes, full body harness, safety net, fall arrester, and any other PPEs as may be required for the safe execution of the work are provided to the workers, and they are trained in the effective usage of the same. If any worker is found to be in violation of this clause, or the safety policy of the Owner, he is liable to be blacklisted, or/and have his gate pass revoked.

10.4 The O&M Partner shall ensure that safe working conditions are maintained, all PPEs provided to the workmen are ISI marked, and approved by the Owner. Any safety appliances, if need to be issued to the O&M Partner, shall be issued on a chargeable basis, and the amount shall be deducted from the O&M Partner's bills.

10.5 The work shall be commenced only after obtaining of Work Safety Permits from the concerned engineer-in-charge. Further, a dedicated supervisor has to be deputed to each work site to ensure overall safety at the site.

10.6 Only duly tested tools, tackles and appliances, in conformity with applicable laws, shall be used, and a copy of their certificate shall be submitted to the Safety Department of the Owner.

10.7 The O&M Partner shall be responsible for the reporting of all minor/major accidents/incidents/near-misses/unsafe conditions, to the HOD, Safety Department, and HR Department of the Owner, within one hour of such occurrence. Further, in case of any injury, the injured should be rushed to the plant dispensary immediately.

10.8 In case of any accident involving the O&M Partner and/or his workmen, if the investigation proves that the accident occurred due to violation of the safety norms, or due to unsafe act/condition attributable to the O&M Partner and/or his workmen, the Owner reserves the right to impose such cost on the defaulting party as may be decided by HZL's management after appropriate investigation. In these circumstances, the Owner may also terminate the Contract and get it executed through another party, at the cost and risk of the O&M Partner.

## **10.9 Emergency Action**

If an emergency endangering the safety or protection of persons, the Plant, or property located near the Plant occurs, the O&M Partner acknowledges and agrees to promptly notify the Owner and take all necessary action for preventing or mitigating any such threatened damage, injury or loss. The O&M Partner further agrees and undertakes to make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency.

## **11. O&M Partner's Office On Site**

11.1 The O&M Partner shall maintain an office premise near the Site for its staff and personnel, and said office shall be open at all reasonable hours to receive instructions, notices, or other communications. The O&M Partner has to intimate the address and telephone/fax number of said office to the Owner.

11.2 The O&M Partner shall vacate the premises of the Owner, and remove all his equipment, material, etc., within 7 days of notice by the Owner, either on the expiry of the term of the Contract, or following the Termination of the Contract as per the provisions regarding the same. In case of the O&M Partner's failure to vacate the premises within 7 days of the notice, the Owner shall have the right to dismantle the Site facilities, and remove all equipment, materials, etc., and recover the expenses thereon.

11.3 In the course of execution of the Contract, the O&M Partner shall keep the Site free from all unnecessary obstruction, remove any surplus material and store it in an orderly manner, clear away any wreckage or rubbish, and remove any O&M Partner's equipment no longer required for

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the execution of the Contract. All disposal of unwanted material shall be done at the designated area, with proper levelling and dressing, and the Site shall be maintained in a clean and safe manner.

## **12. Indemnity**

12.1 The O&M Partner shall defend, indemnify and hold the Owner harmless from and against any and all Claims in connection with any taxes, levies, costs and charges which may be imposed on the O&M Partner or its subcontractor by any Government Authority arising out of or in connection with the performance of this Agreement which originated from the performance of services by the O&M Partner Group.

12.2 The O&M Partner shall be liable for and shall defend, indemnify and hold the Owner harmless from and against all Claims arising out of or in connection with the performance of this Agreement by the O&M Partner.

12.3 O&M Partner shall at all times be responsible for, shall release and shall defend, protect, indemnify and hold Purchasing Group harmless from and shall keep Owner's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by O&M Partner Group.

12.4 In the event the Owner is entitled to indemnification and intends to seek indemnification under this Clause, Owner shall promptly give O&M Partner notice of such Claim or action and the O&M Partner shall have the right to assume the defence of any such case at its own cost and expense.

12.5 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Owner may be entitled to.

12.6 Owner shall have the right to retain / withhold out of any payment to be made to the O&M Partner an amount sufficient to indemnify it completely against any such lien, Claim and all associated costs, irrespective of any dispute in relation to such Claims.

12.7 The O&M Partner shall at all times be responsible for, shall release and shall defend, protect, indemnify and hold Purchasing Group harmless from Losses, interest, penalties and any/all other charges/ expenses imposed on the Owner because of the O&M Partner's failure to obtain a GST registration and/or intimate the Owner about the de-registration/ cancellation of GST registration of the O&M Partner.

12.8 It is the express intention of the Parties hereto that the provisions of this Agreement/Purchase Order shall exclusively govern the allocation of risks and liabilities of the Parties, it being acknowledged that the Agreement reflected herein has been based upon such express understanding. It is acknowledged that the compensation payable to O&M Partner as specified in this Agreement and/or applicable Purchase Order has been based upon the express understanding that risks and liabilities shall be determined in accordance with the provisions of this Agreement and/or applicable Purchase Order.

## **13. Liquidated Damages**

13.1 Owner reserves the right to stipulate, subject to mutual understanding between the Parties, the following:

13.2 In case of any failure towards timely completion of the Services or failure in meeting the stipulated parameters of performance contained under Schedule ... of this Contract or any annexures or variation thereto, the O&M Partner shall be liable to pay to HZL Liquidated Damages, and not by way of penalty, an amount as stipulated in Sch. – ... (LD for delay in completion) of the Contract on account of delay in completion.

13.3 Payment or deduction of Liquidated Damages shall in no way relieve the O&M Partner from completing the Services and discharging all its other obligations under this Contract.

13.4 The liquidated damages under in Sch. – ... (LD for delay in completion) and in Sch. – ... (LD for non-performance) are mutually exclusive.

## **14. Limitation of Liability**

14.1 Except as may be otherwise provided in this agreement, in no event shall either party be liable to the other, whether arising under contract, tort (including negligence), strict liability or otherwise, for any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

14.2 The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death, violation of HSE Policy, Environmental Damage or personal injury.

## **15. Relationship between Parties**

15.1 Nothing contained in the Agreement is intended to, or shall operate to, create a relationship of partnership or employer-employee or joint venture between the parties. Nothing in the Agreement constitutes either party as the agent or legal representative of the other party or creates any fiduciary relationship between the parties. Neither party shall have authority to act in the name or on behalf of or otherwise to bind the other or commit or purport to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) or pledge the credit of the other party for any purpose.

15.2 For the purpose of this Contract, the O&M Partner shall be an independent O&M Partner, and any and all workmen and labourers hired by him for the execution of the Contract shall remain solely on the roll of the O&M Partner, and shall not at any time claim employment under the Owner.

## **16. Notice and Communication**

Any notice required to be given hereunder shall be given by sending the same by registered post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for

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this purpose in writing. If sending by hand, notice shall be deemed served at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post. If notice pertains to any breach of a legal term under the Agreement or otherwise, the same should be addressed to Head Legal, Hindustan Zinc Limited, Yashad Bhawan, Udaipur-313004 (Rajasthan).

## **17. Termination & Suspension**

17.1 Either Party may immediately terminate all or part of this Agreement/Purchase Order as under:

(i) by a written notice to the other Party if the other Party has committed any material breach of the terms of this Agreement and has failed to remedy such breach within 30 days from receiving notice from the other Party.

(ii) if other party (i) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (ii) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (iii) makes, or plans to make, a general assignment for the benefit of its creditors, or (iv) either party's creditors attach or take possession of all or a substantial part of said party's assets; the foregoing shall not apply to any action or proceeding which is (a.) in the reasonable opinion of the party, frivolous or vexatious; or (b.) discharged, stayed or dismissed within ninety (90) days of commencement;

(iii) if either party is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then either Party may, by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Parties accrued prior to the date of such termination.

17.2 The Owner may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the O&M Partner fails to obtain any approval required under the terms of this Agreement.

17.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and/or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) have accrued before expiration or termination, as the case may be.

17.4 In the event of O&M Partner's breach of its obligations hereunder, no payment shall be due by Owner in respect of such order/Owner order, or, in the case of suspension, until the failure or breach has been remedied to the reasonable satisfaction of Owner.

17.5 Notwithstanding anything to the contrary in this Agreement, Owner may, at its sole discretion, suspend this Agreement / any Purchase Order, in whole or in part, upon

twenty-four (24) hours written notice to O&M Partner for any reason whatsoever. The Owner shall promptly notify the O&M Partner in writing of the same.

17.6 In the event of written notice pursuant to Clause above, O&M Partner's failure to perform the Purchase Order to the standards required by the Purchase Order and O&M Partner's material breach of any of its obligations under the Agreement, no payment shall be due by Owner in respect of such order/Owner order, or, in the case of suspension, until the failure or breach has been remedied to the reasonable satisfaction of Owner.

## **18. Force Majeure**

18.1 Neither party shall be liable for any delay or failure in the performance of this Agreement due to act of God such as fire, flood, earthquake or like natural calamity, war, riots or civil commotion if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen ("Force Majeure Events").

18.2 The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.

18.3 If the Force Majeure Event(s) continues beyond 30 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.

18.4 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so.

## **19. Arbitration**

Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under Indian Arbitration and Conciliation Act 1996. The arbitration shall be conducted as follows:

(i) The Arbitration shall be conducted by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

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(ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be Udaipur, India.

(iii) The award made in pursuance thereof shall be final and binding on the parties.

(iv) The requirement of appointing an arbitrator to settle the disputes is not binding on the insurance company, and it is free to resort to legal measures for realisation of its claims against the O&M Partner, if any.

(v) Notwithstanding the existence of any Dispute being referred to arbitration, the O&M Partner shall continue to perform their respective obligations under this Agreement on the same terms & conditions, only if so desired by the Owner.

(vi) In case of invocation of the Arbitration by the O&M Partner (Vedanta's vendor), no reference for arbitration shall be maintainable unless the O&M Partner furnishes an interest free security deposit of a sum determined according to rates agreed as under to the Owner (Vedanta) and the sum so deposited shall, on the completion of the arbitration proceedings and pronouncement of Award be adjusted against the cost, if any, awarded by the arbitrator against the O&M Partner. It is further agreed that the balance amount after such adjustment, if any, shall be refunded to the O&M Partner within one month from the date of the Award:

Amount of Claim	Rate of Security Deposit
For claim above Rs.10 Crores	10% of the amount claimed
For claim between Rs.5 Crores – 10 Crores	12% of the amount claimed
For claim below Rs.5 Crores	15% of the amount claimed

## 20. Governing Law and Jurisdiction

20.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

20.2 The parties submit to the exclusive jurisdiction of the courts of Udaipur, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

## 21. Change in Law

In the event of any Change in Law excluding Income tax applicable to the O&M Partner's performance of the Services or its obligations under this Agreement which occurred after the date of this Agreement results in additional cost incurred by the O&M Partner to complete the Services, the O&M Partner and Owner shall agree on such measures and mitigating practices as is reasonably necessary to complete the Services.

## 22. Assignment and Subcontracting

22.1 O&M Partner may not assign, sublet or subcontract its rights or obligations under any Purchase Order, in whole or in part, to any third party without the prior written consent of Owner, which the Owner may at its sole discretion accept or refuse. O&M Partner shall have a written contract in place for each approved subcontractor prior to such subcontractor Partner performing any Services. O&M Partner shall assume full responsibility for the acts or omissions of O&M Partner's subcontractor of any tier. All of O&M Partner's subcontracts, if any, for performance of the Services shall contain terms and conditions substantially similar to those contained in this Agreement and/or the applicable Purchase Order which protect and do not restrict Owner's rights as set forth in this Agreement and/or in the applicable Purchase Order.

22.2 In case where the approval has been granted for the engagement of a subcontractor, the O&M Partner shall furnish an indemnity bond to the Owner, indemnifying the Owner from any act/omission of his subcontractor which is in contravention of this Contract, and requirements therein.

22.3 The O&M Partner shall not be relieved from any obligation under this Contract by subcontracting it, and shall be responsible for all acts, omissions, and defaults of the subcontractor, its employees, agents, representatives, servants or workmen.

22.4 Owner shall have the right to assign the Agreement / Purchase Order to its Affiliate or any third party customer. This Agreement shall inure to and be binding upon the respective successors and assignees of the Parties.

## 23. Recourse of the Parties

23.1 O&M Partner shall look only to Owner for the due performance of the Purchase Order and nothing therein contained shall impose any liability upon, or entitle O&M Partner to commence any proceedings against any third party customer or any person not a party to the Agreement or the Purchase Order.

23.2 Owner shall be entitled to enforce any Purchase Order on behalf of any third party customer in connection with the Agreement / Purchase Order as well as for itself and for this purpose, only Owner may commence proceedings against O&M Partner. The obligations and liabilities of Purchasing Group issuing Purchase Orders are several and not joint.

23.3 It is clarified that under no circumstances, by virtue of this Agreement, will the employee/workers of the O&M Partner be deemed to have any privity of contract with the Company nor would they or any of their heirs, assigns or successors would claim any benefit / privilege, whatsoever, from the Company.

## 24. Waiver and Remedies

A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the

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exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

## 25. Severability

If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

## 26. Amendment

This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.

## 27. Code of Conduct

O&M Partner confirms having read and understood the Code of Conduct of Hindustan Zinc Limited ('Company'), a copy of which has been provided to the O&M Partner and is also available at [http://intranet.hzlmets.com/Departments/Secretarial/Shared%20Documents/HZL\\_BUSINESS\\_ETHICS\\_CODE\\_OF\\_CONDUCT\\_19\\_10\\_2015.pdf](http://intranet.hzlmets.com/Departments/Secretarial/Shared%20Documents/HZL_BUSINESS_ETHICS_CODE_OF_CONDUCT_19_10_2015.pdf) and which inter alia includes (i) measures for prevention of corrupt practices, unfair means and illegal activities including compliance of all anti-bribery and anti-corruption laws and regulations of India, Foreign Corrupt Practices Act, 1977 of USA and UK Bribery Act, 2010 ; and (ii) adherence to the insider trading prohibition laws and regulations of all jurisdictions where securities of the company or its Affiliates may be listed including but not limited to SEBI (Prohibition of Insider Trading) Regulations, 2015 [SEBI (PIT) Regulations, 2015], which inter alia prohibits the O&M Partner and its employees and associates from trading in the securities of the Owner based on any 'Unpublished Price Sensitive Information'. The O&M Partner confirms that he/she has read the relevant regulations stated above and policies of the Owner at the time of entering into this Agreement and undertakes to abide by the terms thereof to the fullest extent at all times. The O&M Partner affirms that it has formulated a Code of Conduct and instituted appropriate measures to comply with the requirements of SEBI (PIT) Regulations, 2015 as amended from time to time.

The Code of Conduct enlists compliance with the following acts and regulations:

- The UK Bribery Act ("UKBA")
- The Foreign Corrupt Practices Act (the "FCPA")
- SEBI (PIT) Regulations, 2015
- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 ("Prevention of Workplace Sexual Harassment Act")

- Modern Slavery Act, 2015

Annexure I- Code of Conduct to these General Terms & Conditions shall be deemed accepted by O&M Partner as an integral part of this document.

## 28. Mistake, Fraud, Misrepresentation etc.

No rights shall accrue to the O&M Partner or any obligation arise for the Owner, if it is discovered at any time that the consent of the Owner was obtained through fraud or misrepresentation or cheating or inducing mistake as to any fact material to such consent by O&M Partner or any Representative of the O&M Partner.

## 29. Confidentiality

29.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations.

29.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

29.3 Unless otherwise agreed, this clause shall continue to remain in force for a period of 2 years after the expiry or termination of this Agreement.

29.4 For the purposes of this Agreement, the term 'Confidential Information' includes such non-public information which is disclosed by either party to the other party, whether or not marked confidential, and which includes inter alia, business policies or practices, business plans, dealings, customer lists or requirements, price lists or pricing structures, technical data, employee or officers' data, product lines, designs, research and development activities and findings, ideas, concepts, know-how, financial statements and other non-generic information whether tangible or intangible, written or oral, relating to any released or unreleased concepts, ideas, projects and services, the marketing or promotion of products and any other information received from any source which would be deemed as confidential or proprietary.

29.5 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

## 30. Non-solicitation and declaration

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The Parties agree that during the term of the Contract and for a period of one year following termination, they shall not without the prior written consent of the other party directly or indirectly solicit for employment, engage, hire, employ or contract with any employee or ex-employee of the other party, who has worked in connection with fulfilment by the such party of its obligations hereunder in a key capacity, within six months of their departure.

### 31. Review by Owner

The O&M Partner agrees and undertakes that no review or comment by the Owner with respect to any Services or Additional Services, including documents and procedures to be prepared hereunder by the O&M Partner, or attendance by the Owner at any test or other activity of the O&M Partner at the Plant or examination or inspection by the Owner of the Plant during the Term shall in any way operate to release the O&M Partner from its obligations under this O&M Agreement, including its obligation to perform the Services in accordance with the performance standards set out herein.

### 32. Miscellaneous Provisions

32.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

32.2 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an

original Agreement and all of which, when taken together, will constitute one and the same instrument

32.3 Validation: This Agreement shall come into effect when authorized representatives of both Company and O&M Partner execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by Company and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.

32.4 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.

32.5 Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties' management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.

32.6 Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

### [END OF CONDITIONS OF CONTRACT]

- This document "General Terms & Conditions" being uploaded in the website of "Hindustan Zinc Ltd" the Uniform Resource Locator (URL) for which shall be communicated in the corresponding Purchase Order along with the Annexure ... : Special Terms and Conditions shall be deemed to be an integral part of the Purchase Order. Order Acknowledgement by the O&M Partner shall cover acknowledging this document and the general terms and conditions mentioned herein as well.
- These Conditions along with the Special Terms & Conditions shall apply and shall be incorporated by reference/deemed incorporated in any Purchase Order/Agreement issued hereunder and shall prevail at all times between the Parties over any other terms and conditions with respect to the provision of Services or supply of Materials or Services, except as modified, supplemented, or amended either: (i) by formal written amendment of this Agreement; or (ii) by incorporation of any special conditions into any Purchase Order. This Agreement, together with the Purchase Order, shall solely and exclusively form the contract between Owner and O&M Partner for the purchase of the Materials or Services to the exclusion of all other terms and conditions (including any terms or conditions which O&M Partner purports to apply to any purchase order, confirmation of order, specification, invoice or other document).
- These General Terms & Conditions shall always be in addition to any terms and conditions contained in the Purchase Order/Agreement/Annexures, of which these GTCs form integral part of, and signed between the Parties and in case of any inconsistency between the GTCs and any other terms which cannot be resolved through harmonious construction of both, then in such an event, HZL's interpretation shall be final and binding.
- The reference to the Schedule numbers, wherever applicable, to be filled in manually by the Parties, and shall always denote the title of the Schedule named therein, in case of any clarification required.

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