

HINDUSTAN ZINC LIMITED
YASHAD BHAWAN,
Near Swaroop Sagar,
UDAIPUR - 313 004, Rajasthan

EXPRESSION OF INTEREST FOR CHA & TRANSPORTATION OF COAL at / from GUJARAT PORTS

Tender No. HZL//CHA/25-26/01

Date: 23.10.2025

Last Date of Interest Submission: 03rd November 2025
Last Date of Submission on Ariba: 10th November 2025

Dear Sir (s),

EOI is invited for the CHA along with Transportation of Coal from Gujarat Ports (Mundra / Dahej / Tuna / Hazira / Kandla/Salaya/Navlakhi) to our Units based in Rajasthan for period of next three year(s) from date of issuance of Contract as specified under "Scope of Work" appended hereto.

1) DEFINITION OF TERMS

In the order documents as herein defined where the context so admits, the following words and expressions will have the following meanings:-

- 1.1. **"HZL /Owner/Principle employer"** shall mean Hindustan Zinc Limited, Yashad Bhavan, Udaipur – 313004, their successors and assigns from time to time.
- 1.2. **"Seller/Contractor/Service Provider/SERVICE PROVIDER"** shall mean the person or persons, firm, or company; mentioned/ addressed at the top of this contract/ document, whose interest has been accepted by and includes its legal representative, successor and permitted assigns from time to time
- 1.3. **"Applicable Law"** shall mean the Act, Rule, Regulation(s), having the force of law enacted or issued by any competent authority in this behalf.
- 1.4. **"Contract"** means this Contract/Service Order/Agreement, its Schedules and Annexures together constituting the Contract.
- 1.5. **"Contractor's Representative"** means the person nominated by SERVICE PROVIDER from time to time by notice in writing to the Owner to act as SERVICE PROVIDER's representative for the purposes of this Contract.
- 1.6. **"Day"** means English Calendar day.
- 1.7. **"Work(s)"** means and includes the totality of the work and services envisaged in the Contract and shall include all labor for related and incidental to or in connection with the commencement and continuation of performance or completion of the same.

2) Duration: For a period of three years from the date of Contract

3) Scope of Work :

The scope of work shall include watch and ward, security, forwarding, transportation, delivery and End to end guarantee of Non coking coal imported by Hindustan Zinc Limited **with annual estimated Quantity of 1.2 Million Tons per year with bifurcation of Total Quantity as 3:2:1**(HSL reserve all rights for altering qty at each port based on HSL requirement) to its Chanderiya Lead Zinc Smelter at Chittorgarh, Dariba Smelting Complex at Rajsamand & Zawar CPP, Zawar Mines at Udaipur (hereinafter named as “HSL plants”), Rajasthan as per description mentioned here below:-

2.1. Supervision of Discharge, Storage, watch & ward

2.1.1. Supervising the vessel discharge process and ensuring minimum Handling Loss.

2.1.2. Contractor shall ensure safe and secure storage of coal and will maintain the quality and quantity of the coal received. Contractor shall take all necessary care to avoid any contamination/adulteration.

2.1.3. Contractor shall keep sufficient number of persons for proper watch and ward.

2.1.4. During storage contractor shall take adequate care to avoid loss due to fire/combustion of coal. All necessary precautions to avoid such loss shall be your responsibility. Contractor shall also require to maintain the moisture by water sprinkling as per norms. Contractor shall however take care to avoid adding excessive moisture.

2.1.5. Cargo maintenance, necessary high stacking or any other means / steps to avoid loss to HSL shall be done by Contractor.

2.1.6. Mode of handling vessel for Both HSL vessel and stock and sale parcels as stated below

Port	Full/Part vessel import (Discharge to Plant receipt)	Cash & Carry (spot buying) Dispatch to HSL Plant receipt
	Inclusion	Inclusion
Mundra Port	Transportation+ Qty & Quality Guarantee	Transportation+ Qty & Quality Guarantee
Dahej	Transportation+ Qty & Quality Guarantee	Transportation+ Qty & Quality Guarantee
Kandla	Stevedoring + CHA + Customs + Forwarding + Security +Transportation+ Qty & Quality Guarantee	Transportation+ Qty & Quality Guarantee
Tuna	Transportation+ Qty & Quality Guarantee	Transportation+ Qty & Quality Guarantee
Salaya	Transportation+ Qty & Quality Guarantee	Transportation+ Qty & Quality Guarantee

Navlakhi	Stevedoring + CHA + Customs + Forwarding + Security + Transportation+ Qty & Quality Guarantee	Transportation+ Qty & Quality Guarantee
Hazira	Transportation+ Qty & Quality Guarantee	Transportation+ Qty & Quality Guarantee

2.2. Delivery at HZL plants

- 2.2.1. Clearing port area as per schedule given by HZL. However, HZL to give schedule well in advance and also the duty payment is to be made by HZL in advance.
- 2.2.2. Contractor shall ensure safe and secure delivery of cargo to HZL plants. Contractor may arrange necessary escorts at his own cost for security of cargo during transit for transportation of cargo by rakes and trucks.
- 2.2.3. Contractor shall render all necessary assistance and arrange for insurance claim from the Insurance Company if there is a loss of cargo for any reason.

2.3. Transportation by Rail:-

- 2.3.1. Inspection of wagons for suitability /load worthy condition. Contractor to ensure that any sick wagons or wagons with leakages whereby the coal loaded in to wagons may be lost in transit, are to be reported to railway authorities and are to be taken out so that sick wagons are not loaded. In the event that wagons are deemed sick and are cut-off in transit by the Railways, it shall be the responsibility of the contractor to locate such sick/abandoned wagons and ensure safe and secure delivery to HZL's plants.
- 2.3.2. Before commencement of loading contractor will arrange to clean the wagons and will ensure that all wagons are properly cleaned and fit for loading of coal cargo.
- 2.3.3. Follow-up with railways for missing wagons, if any, lodging of claims with railways and expeditious delivery of material.
- 2.3.4. Ensuring Cargo is covered properly by Tarpaulin after loading of rakes.
- 2.3.5. Ensure there is no underloading in Rakes

2.4. Transportation by Trucks:

- 1. The Contractor shall ensure that the arrangement entered into under this Agreement complies with all applicable lease accounting requirements as per prevailing accounting standards and laws.

2. The Contractor shall deploy and maintain a dedicated fleet of vehicles for coal transportation under this Agreement, to the maximum extent possible, as mutually agreed between the Parties.

3. The Contractor shall provide all necessary documentation, disclosures, and support as may be required by the Company for the purpose of lease accounting and related financial reporting.

The contractor shall comply with the instructions and arrange sufficient numbers of suitable trucks/dumpers to achieve the desired rate of receipt of coal at HZL's plants. SERVICE PROVIDER shall coordinate with Mundra ,Kandla , Tuna , salaya, Dahej, Hazira and Navlakhi Port for timely and effective loading of trucks. Contractor will ensure that the trucks are properly sealed having unique logo/ company stamp / seal at the time of loading and shall provide for en-route surveillance to ensure that there is no malpractice adopted by the transporter during the transportation from Mundra ,Kandla , Tuna , salaya, Dahej, Hazira and Navlakhi Port to HZL. It is the sole responsibility of the contractor to ensure that the quality and quantity of material received at plant is same as that received at Mundra ,Dahej & Tuna port during discharge.

The Manpower for sealing activity to be arranged by SERVICE PROVIDER & seals will be provided by HZL.

HZL will appoint a representative to supervise the sealing activity at port.

GPS : Installation of GPS devices at Port for real time tracking. GPS can be provided by HZL on returnable basis, installation of GPS will be on CHA/ Transporter account or they can provide fleet with GPS enablement, it has to be synchronized with HZL control tower, Transporters have to ensure that all the trucks reporting at HZL Chanderiya, Dariba and Zawar Plants should have all the seals intact and GPS in working condition. If HZL provided devices not returned to HZL after contract closure than cost of same will be recovered from you on actual basis.

The above scope is only illustrative and not exhaustive. All the residual scope of work for ensuring the reaching of cargo to HZL's Works in an orderly way is to be carried out by the contractor.

4) VESSEL NOMINATION

Vessel arriving for discharging at West coast ports (Mundra ,Kandla , Tuna , salaya, Dahej, Hazira and Navlakhi Port will be nominated to SERVICE PROVIDER at-least 4 to 5 days prior to commencement of load port laycan and such nomination will include all details of the vessel, such as ETA, Plant wise quantity bifurcation and dispatch rate.

5) TAXES & DUTIES

5.1 Rates are exclusive of GST, which shall be payable extra as applicable against Invoice. The same shall be reimbursed on submission of invoice clearly mentioning GST component and proof of registration.

5.2 Tax Deduction at Source: TDS as required under Income Tax Act, 1961 will be deducted at source as per the rates in force No tax or tax at lower rate will be deducted at source if a tax exemption certificate from the tax authorities is provided to the Owner by the

Contractor. If a tax exemption certificate is not provided by the Contractor and in the event of the Owner being obliged to deduct any tax at source and/or any withholding tax on any payment due or payable to the Contractor under this Contract, the owner shall deduct the same from the sums becoming due and payable and make payment of the net amount to the Contractor. The Owner shall give the necessary certificate(s) to the Contractor in this regard. Such deduction of tax by the Owner shall have no effect on the Contract Price and the Contract Price shall not be liable to increase because of such deduction of tax.

- 5.3 Statutory variation in Taxes & Duties and/ or imposition of any new tax/ duty after the date of Contract shall be to HZL's account.

6) Delivery of cargo from Ports to HZL plants by SERVICE PROVIDER:

- 6.1 HZL intends 100% transportation out of Mundra, Dahej ,Tuna, Salaya, Navlakhi, Hazira & Kandla Port by rake for all the coal dispatched to Chanderiya plant.

SERVICE PROVIDER will ensure that port-in-motion weighbridge is calibrated regularly as and when required to ensure accuracy of the same. SERVICE PROVIDER will witness the WB calibration done by railway and APDPPL as and when on behalf of HZL.

However, keeping the excess material at the port over and above the shortage allowed is not a right to SERVICE PROVIDER. They would ensure that the shipment lots are cleared completely from the port and submit cargo clearance certificate for each shipment.

- 6.2 In-case of the transportation by trucks requested by HZL, SERVICE PROVIDER would make all arrangements for the same.
- 6.3 HZL has a daily requirement of around 1200MT(Dsc -800 Mt & ZM -400 Mt) from Dahej to its plants , 1500 MT (Dsc -1000 MT & ZM-500 MT) from Mundra Port or Kandla port and 1200 MT (DSC-800 Mt & ZM-400 Mt) from Tuna Port or Salaya Port. SERVICE PROVIDER shall endeavor to achieve the same on a monthly average basis. If 2 vessels dispatching parallel from two ports Mundra, Kandla & Tuna Guaranteed lifting will be 1000 tons per day from each port and penalty applicable below 1000 tons per day lifting. However, the penalty will be applicable as per clause 10.4. Bifurcation for Dariba and Zawar to provided well in advance and it will be considered for dispatch penalty calculation up to guarantee mark. During dispatch to single plant , minimum dispatch guaranteed TPD on average basis for the period.

SERVICE PROVIDER has to ensure that all the loaded trucks moving out of the port are required to be covered with intact Tarpaulin, tied with single piece intact rope and sealed according to attached SOP (attached as annexure).

The above mentioned rates are based on the HSD price Rs 90.10/L. The diesel price will be basis Ahmedabad and variation can be referred via website - <http://www.petroldieselpri.com>.

6.4. Price variation – Road Transportation

In case the HSD price changes from the current rate, HZL shall increase / decrease its transportation rates by 0.40% of percentage increase / decrease of every one percent change in diesel price.

6.5. SERVICE PROVIDER agrees that HZL always has the option to directly appoint & directly pay a transporter of HZL's choice if SERVICE PROVIDER is not able to achieve the desired dispatch rate without SERVICE PROVIDER's involvement.

6.6. Payment terms for road transportation:

Payment against statement of Lorry Receipt shall be paid by HZL within 15 working days from the time SERVICE PROVIDER submits the weekly invoice to HZL. Payment will be processed as per the actual quantity & quality received at HZL plant. HZL reserves the right to Hold payment if recovery to be made on Quantity & Quality slippages

Actual Received quantity, to be considered as lower of Dispatch or receipt quantity for road dispatches.

7) Other DELIVERY terms:

7.1. The coal consignment should start reaching Hindustan Zinc Limited (HZL) Works progressively as per dispatch instructions of Hindustan Zinc Limited.

7.2. Consignee:

STORE HEAD
HINDUSTAN ZINC LIMITED
DARIBA CPP
P.O DARIBA MINES
DIST. RAJASMAND – 313211

STORE HEAD
HINDUSTAN ZINC LIMITED
CHANDERIYA CPP
Chanderiya Lead zinc smelter,
Chittorgarh – 312021

STORE HEAD
HINDUSTAN ZINC LIMITED
ZAWAR CPP
PO ZAWAR MINES
DIST. UDAIPUR – 313901

7.3. Contractor shall ensure that the entire quantity received at discharge port is delivered to HZL

- 7.4. HZL would prefer Road transportation of part cargo. Contractor shall arrange the sufficient no. of trucks to deliver the cargo as per the schedule agreed in the contract.
- 7.5. Delivery by Railway:-Railway siding details "Hindustan Zinc Limited", B.G Siding (Served by Chanderiya), Alpha code : HZL, Numerical Code- 08308212.
- 7.6. Contractor shall send on daily basis a MIS of trucks dispatched from ports and received at HZL plants and maintain a complete tracking of trucks enroute.

8) SECURITY DEPOSIT

- 8.1. As security for the due, proper and faithful fulfillment of the obligations under the contract, the contractor will furnish to the owner security deposit of **Rs 3 Crore** in the form of Bank Guarantee from a nationalized or scheduled bank within 15 (fifteen) days from the date of issue of work order. The bank guarantee should be valid for a period of 6 months more than the contract completion date/actual completion date whichever is later and the claim period shall be 1 year from date of validity of bank guarantee
- 8.2. The owner shall be at liberty without any notice reference to the contractor to realize and enforce payment of security deposit for non-fulfilment/ or unsatisfactory performance of the contract.
- 8.3. The bank guarantee shall remain binding notwithstanding such variation, alterations or extensions of completion time as may be made, given conceded or agreed to between contractor and the owner under these conditions or otherwise.
- 8.4. The security deposit shall bear no interest and the contractor shall have no claim for the interest on the security deposit or any appreciation thereof.
- 8.5. The bank guarantee shall be released on application by the contractor after the expiry of said guarantee and after discharge of all obligations by the contractor under the contract and has produced "Letter of Discharge" from HZL.
- 8.6. The bank guarantee shall not in any way be construed as a limitation of the contractor's responsibilities or liabilities pertaining to his obligations and/or guarantee under the contract and shall be without prejudice and in addition to any other remedies available to the owner in terms of the contract and / or laws of the land.
- 8.7. The security deposit shall be for the due, faithful and efficient performance and fulfillment of the contract by the contractor keeping in view the time schedule for the completion of the work. The Owner shall also be entitled to apply the proceeds of security deposit as well as any other sums becoming due or payable to the contractor, which have not been disbursed to him or have been retained with the Owner towards meeting wholly or in part, any expenditure, damages or losses to which Owner may be put as a result of any act of omission or commission, negligence or default on the part of the contractor in relation to the contract, and/or for defending or settling claims with respect to sums the contractor owes to other parties as a result of contract.
- 8.8. HZL reserves the right to invoke the bank guarantee for any or all losses to HZL arising out of the non-performance of contractor under the Contract without prejudice to its rights to enforce any other legal remedy for recovery of such losses.

8.9. Contractor shall always ensure that, the security deposit is not reduced below the prescribed limit and in the event of any such shortfall due to invocation of bank guarantee by HZL, Contractor shall immediately on notice by HZL, replenish the deposit amount to the extent of the short fall. Failure to furnish the Bank Guarantee shall be treated as failure to discharge the duties under this agreement.

9) Handling Loss:

- 9.1. **SERVICE PROVIDER shall be allowed to hand a loss of a maximum of 0.5% of the shipment cargo for entire operation, excluding monsoon period on NMT basis as per the formula specified below. For the cargo dispatched during monsoon period the handling loss on NMT will be considered as 1%. monsoon period will be between July to September but restricted up to 3 month only in continuation.**
- 9.2. If Vessel arrives in Monsoon Period Tolerance monsoon tolerance will be given on Entire vessel Qty irrespective of dispatch period. In case vessel discharged in Non Monsoon period and vessel dispatched till Monsoon period Monsoon Tolerance will be applicable on qty at time of beginning of Monsoon period.
- 9.3. SERVICE PROVIDER may witness the sampling & analysis at discharge port executed by independent inspection agency appointed by HZL.
- 9.4. The Moisture result of each vessel declared by independent inspection agency appointed by HZL at discharge port shall be final & binding for both parties. This shall be the base for discharge port Total Moisture comparison & Reconciliation purpose.
- 9.5. The handling loss shall be determined as follows: HZL's nominated inspection agency shall determine weight at discharge port by draft survey. Handling loss is determined as a difference of draft survey weight and normalized weight arrived after adjustment of moisture at HZL plants.

Handling Loss shall be calculated as under: Normalized weight

$$\text{Norm weight} = \frac{\text{Receipt quantity at HZL plant} \times (100 - \text{TM as received at HZL Plant})}{(100 - \text{Discharge port TM})}$$

Any loss beyond allowed tolerance shall be recovered from SERVICE PROVIDER at single rate cost / MT (Actual landed cost to HZL which comprises of B/E assessable value + duty + stevedoring). In case shortage is beyond allowed tolerance then HZL shall recover from SERVICE PROVIDER excess of quantity beyond allowed tolerance only.

- 9.6. SERVICE PROVIDER shall also ensure that there is no contamination of coal at the plot. Compensation as mutually discussed shall be recovered by HZL for contamination, if any.

9.7. SERVICE PROVIDER shall ensure water is not sprayed more than minimum required as per Port rule on coal cargo during storage at Mundra ,Kandla , Tuna , salaya, Dahej, Hazira and Navlakhi Port.

9.8. For non-monsoon period: 1% tolerance is allowable in GCV(ARB); between Discharge port GCV(ARB) and HZL LAB GCV(ARB).

For monsoon period: 1.25% tolerance is allowable in GCV(ARB); between Discharge port GCV(ARB) and HZL LAB GCV(ARB).

Results of analysis at HZL premises shall be treated as final for payment, penalty, or any other purpose.

Deduction would be made by HZL to SERVICE PROVIDER only beyond allowed tolerance difference (on prorated basis), at single rate cost / MT (Actual landed cost to HZL which comprises of B/E assessable value + duty + stevedoring + Transportation).

9.9. Qty lying at port more than 90 days from date of discharge. For everyone additional month there will be additional tolerance of 0.5% /Month to cover yard and GCV losses

9.10. HZL will pay a service charge INR 50 per MT on Draft Survey qty or quantity Received at HZL whichever is lower, which will include all Admin charges, Watch, and ward, Supervision charges, coordination with Port as well as end to end guarantee for NMT and GCV

9.11. The penalty on account of handling losses will be charged as higher of the two as derived in point – 9.8 and 9.5. **Reconciliation of 3 vessels will be clubbed together port wise and type of parcel wise.** The reconciliation for three (3) import vessels shall be carried out on a clubbed basis. For the purpose of reconciliation, the dispatch quantity in case of stock and sale parcel & discharge quantity in case of HZL parcel, received quantity, and applicable tolerances of all three vessels shall be clubbed and considered collectively.

After such clubbed reconciliation:

- If after clubbing of three vessels, there is any quantity shortage, the corresponding recovery shall be made from the Contractor. However individual vessel reconciliation will be made only for the purposes of holding payment based on provisional penalty. If any vessel/parcel left other than 3 vessel reconciliation, reconciliation & recovery will be made separately.

9.12. In our shipment to Mundra, Kandla, Dahej, Salaya, Navlakhi, Hazira& tuna or any port, whenever coal supplier/HZL calls for discharge port umpire sample in that case umpire sample result will be applicable for CHA reconciliation.

9.13. Quantity of Entire vessel qty (including Excess Qty) will be considered for Reconciliation.

9.14.

10) PENALTIES/RECOVERY FROM CONTRACTOR'S:

Contractor shall be liable for following penalties/recoveries for shortfall in performance envisaged in this contract: -

- 10.1. Recovery on variation of Gross Calorific Value of Coal received: As described in clause 9.8
- 10.2. Recovery due to weightment difference: As described in clause 9.5
- 10.3. The penalty on account of handling losses will be charged as higher of the two as derived in point – 9.8 and 9.5
- 10.4. Penalty on account of non-performance of guaranteed road dispatches
 - 10.4.1. The guaranteed Monthly average dispatches considering both the plant shall be 1200 MT per day for Dahej and 1500 MT for Mundra Port or Kandla Port & 1200 MT from Tuna Port.
 - 10.4.2. If 2 vessels dispatching parallel from Mundra , Kandla and Tuna port Guaranteed lifting will be 2000 Tons per day and penalty applicable below 1800 Tons per day
 - 10.4.3. In case the “monthly average daily dispatch” (on fraction pro-rate, basis the availability of material at port for road dispatch), is less than the guaranteed per day rate, a penalty of Rs. 100 PMT shall levy for the shortfall quantity. However, in case the dispatches are too low to meet HZL’s requirement, HZL has right to depute vehicles from market at the risk & cost of the contractor.
 - 10.4.4. A grace period of 7 days will be given for lining up of road supplies from the date of out of charge received for the vessel.
 - 10.4.5. HZL may either charge penalty OR can invoke Risk & Cost clause whichever is higher.
- 10.5. No penalty on SERVICE PROVIDER in account of Railway overloading, demurrage and other punitive charges imposed by railway as complete loading operation is in Adani Scope but clause 3.3 and 6.1 to be ensured by SERVICE PROVIDER to avoid any loss to HZL in term of quality and quantity.
- 10.6. Apart from the above HZL shall recover:
 - Any other sum which is charged to HZL by any agency other than the Contractor but due to any acts and omissions of the contractor
 - Penalty as per HZL No-Go Criteria, VDSS, Seal damage, Excess Transit time, GPS violation (attached in annexure)

HZL shall have all right to recover any such value of penalty/recovery in any manner by deduction from contractor’s bills, Security Deposit or through any other manner as deemed fit.

11) QUALITY DETERMINATION:

HZL shall appoint an independent inspection agency at the discharge port. The quality declared by the inspection agency shall be final & binding for both the parties for discharge port only. HZL will share weekly analysis results of receiving end with SERVICE PROVIDER and should be done within reasonable time period.

12) WEIGHMENT:

12.1. At Port (Mundra , Dahej , Kandla , Salaya , Navlakhi & Tuna): Weighbridge weight at Port shall be reflected on the RR's or the Lorry Receipts. HZL has a right to appoint an independent inspection agency for drawing samples at the time of dispatch of cargo at Port.

12.2. At HZL Plants :

For rail: Weighbridge weight at HZL shall be final for Reconciliation.

For Road: Dispatch or receipt which ever less shall be final for Reconciliation.

12.3. Entire discharged qty at port will be considered for final reconciliation.

13) INDEMNITY: Contractor shall indemnify and keep indemnified HZL against losses arising out of or as a result of contractor's own acts and omissions including but not limited to:-

13.1. Violation of statutory requirements at port/customs/road transport/rail transport or any other relevant area

13.2. Loss/injury to contractor's own personnel/equipment

13.3. Any insurance/compensations of contractor's own personnel/plant

13.4. Loss of cargo/demurrage/railway claims.

13.5. Any claims raised by Govt authorities/ GMB due to environmental damages.

14) INTERPRETATION OF CONTRACT DOCUMENTS:

Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract then the matter shall be resolved through mutual discussions.

15) HZL's LIEN

HZL shall always have lien on all or any moneys that may be due or become due and / or payable to the SERVICE PROVIDER under the contract in respect of any debt or sum that may become due and payable to HZL by SERVICE PROVIDER under the contract. SERVICE PROVIDER shall not have any lien whatsoever on the cargo belonging to HZL, lying at the port or elsewhere under any circumstances. **16) HZL OFFICIAL NOT INDIVIDUALLY LIABLE:**

No Director or Official or employees of HZL shall in any way be personally bound or liable for the acts or obligations of the HZL under the contract or answerable for any default or omission in the observance of performance of any of the acts, matters or things which are herein contained.

17) ALTERATION / AMENDMENTS:

Any modifications / alteration / amendment in the said contract by the way of any addendum shall form and part and parcel of the contract. Corrections if any in the contract

shall only be accepted if duly signed and stamped adjoining the correction / amendment made, by both the parties i.e. SERVICE PROVIDER and HZL.

18) ASSIGNMENT OF CONTRACT

- 18.1 SERVICE PROVIDER shall not assign subcontract, sub-let, transfer the title, of the contract or any part thereof or any of the rights or obligation of SERVICE PROVIDER hereunder without the express permission of HZL.
- 18.2 Where so permitted, the SERVICE PROVIDER shall furnish an Indemnity Bond to HZL, indemnifying HZL from any action of his sub- contractors involving breach of any legal practices and company procedures.
- 18.3 Contractor shall not be relieved from any obligation under this contract by entering into any subcontract and Contractor shall be responsible for the acts, defaults and neglects of any Sub-contractor, its employees, agents, representatives, servants, or workmen as fully as if they were the acts, defaults or neglects of Contractor, its employees, agents, representatives, servants or workmen.
- 18.4 Transfer, Assignment and Sub Letting: The contractor shall not sub-let, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of HZL. But such consent of HZL, if given, shall not relieve the contractor from any liability or obligation under this contract and the contractor shall be responsible for all acts, defaults and neglects of the subcontractor, his agents and employees fully as if these are the contractor's own acts.

19) INSURANCE:

The responsibility of SERVICE PROVIDER is to ensure that SERVICE PROVIDER infrastructure is adequately insured, and premium is paid up to date, whereas the responsibility of HZL is to ensure that their cargo is adequately insured (HZL shall maintain all risk Insurance cover for the coal being stored at the port OR transported whilst the coal is in the trucks or rakes & during its cross-country transit movement).

SERVICE PROVIDER shall ensure that SERVICE PROVIDER &/or its service providers or sub-contractors take the necessary insurance cover for all operational assets & manpower.

SERVICE PROVIDER and HZL shall furnish evidence of insurance cover to each other, in case required.

20) RISK AND COST CLAUSE:

Alternatively, in the event of failure on the part of Contractor to undertake the work as per scope & terms agreed in this contract at any given time, HZL reserves the right to engage alternate source/ agency at the entire risk and cost of the Contractor:-

- 20.1 The owner shall, at its option, get the work executed elsewhere or through alternate source/ agency at the risk and cost of the Contractor in case the Owner chooses this course, it will be entitled to recover compensation/ damage from the Contractor.

20.2 However, exercise of HZL's right under sub clause (a) shall not absolve the contractor of its other liabilities as may be applicable under other terms of the contract

20.3 The owner may by giving four weeks' notice to the Contractor, cancel the Contract without prejudice to the Owner's right under this Risk and Cost Clause (a) above or any other provisions contained in the Contract to determine the Contract & claim damages from the Contractor.

21) ARBITRATION:

In the event of any dispute or difference arising out of, relating to, under or in respect of the contract between HZL and SERVICE PROVIDER, the same shall be referred at the written request of either party to the Arbitral Tribunal of three arbitrators comprising one nominee from each of HZL and SERVICE PROVIDER and a presiding arbitrator to be appointed by the two arbitrators by mutual agreement in writing before entering upon the reference. Such arbitration shall be subject to and in accordance with the provision of the Arbitration and Conciliation Act 1996 (No 26 of 1996) and the Rules.

The venue of arbitration shall be in Udaipur and arbitration shall be conducted in English Language. The parties agree that the Hon'ble Court of Udaipur shall have exclusive jurisdiction in all matters relating to the arbitration proceedings.

22) GOVERNING LAW & JURISDICTION:

The contract shall in all respects be deemed and construed in conformity with Indian Laws. The contract shall be in all respects be deemed and construed in conformity with Indian Laws and shall be subject to the jurisdiction of courts at Udaipur, Rajasthan only and no other.

23) FORCE MAJEURE:

If either party is unable to perform or comply in full or part with any obligations, responsibilities or conditions of the contract due to contingencies beyond the control of either party and without its faults or negligence, including but not limited to fire, Acts of God, Flood, Cyclones, earthquake or other natural calamities, war like conditions, strikes lock-outs or labour disturbances, Government actions, Civil commotion, Acts of foreign government, Acts of the public enemy, explosions or accidents to storage depots, accidents at or closing of navigational or transport mechanism including ports & railways, the affected party shall give written notice to the other party of such Force Majeure within 48 hours after the arising of the Force Majeure conditions and such affected party shall be relieved of obligation to an extent of it being preventive from performing any obligation under the contract on account of such force majeure and shall suffer no prejudice for failure to perform their obligations during such period. In the event that the said conditions of Force Majeure and the suspension of obligations shall continue in excess of 30 days, the contract may be cancelled at the option of the either party.

However, lack of support of Controller of Port / Landing Site, Govt authorities and / or non availability of competent railway rakes, trucks, handling equipment or their break down shall not constitute for Force Majeure.

24) TERMINATION:

24.1 Summary Termination : In the event of the contractor going into liquidation or winding up their business or making arrangements with their creditors or failure to observe any of the provisions of the contract, HZL shall have the right to terminate the contract forthwith in addition to any /without prejudice to any other rights or remedies. HZL will also be entitled to claim from the contractor any costs or expenses or losses that HZL may incur by reasons of the breach of the contract or the part of the contract by the contractor. HZL also reserves the right to divert the jobs to any other contractor as may be deemed fit and proper at any time during the pendency of the contract at the sole risk, cost and responsibility of the contractor, if the performance is found to be unsatisfactory and is detrimental to the interest of HZL.

24.2 Termination for Default: The Hindustan Zinc Limited shall at all times have the right to terminate the contract for the contractor's default or failure to fulfill the obligations under the contract in whole or in part or if the contractor refuses or fails to comply with the provisions of the contract or fails to make progress as to endanger performance and does not correct such failure or default after written notice within a reasonable time or fails to perform the work in the time specified. In such an event the owner may get the whole or residual part of work done from other contractors at the risk and cost of the contractor. In case of cancellation of order owing to failure of contractor, the amount due to him on account of work effected by him, if payable, shall be paid to him only after due recoveries as per provisions of contract and that too after alternative arrangements to complete the work has been made.

25) NOTICES:

All notices or communication by either parties shall be given in writing only & delivered by hand or by registered post at the appropriate address as given below:

Mr. Mubarik Khan
Hindustan Zinc Limited,
Yashad Bhavan,
Udaipur – 313004
Rajasthan, India.

26) WAIVER DEFAULT:

Any waiver by HZL of any breach of the terms or conditions of the contract shall not constitute a waiver of the subsequent breach of the same. Any failure by HZL at any time or from time to time to enforce or require strict performance by the contractor of any of the terms and conditions of the contract, shall not constitute a waiver by HZL of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way or the right at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

27) LETTER OF DISCHARGE:

At the end of the contract, Contractor shall submit the final bill covering all his claims, on any account whatsoever, under the contract. Once the final bill has been submitted, it shall be deemed that contractor has no other claims of any kind or nature whatsoever under or arising out of or relating to the contract, and that the contract stands terminated and determined by mutual agreement of the parties and claims and disputes, if any, after the date of discharge letter shall only be settled as per the arbitration agreement.

28) CONTRACTOR CODE OF ETHICS AND BUSINESS STANDARD: -

28.1 The Parties and its employees or sub-contractors shall ensure highest level of trust, Honesty and Integrity of each employee, Owner in turn expects that each Contractor employee's conduct should at all times reflect favorably upon Owner and all of its employees.

28.2 There can be no compromise in standards of adherence and the individual who violates Owner's Contractor Code of Ethics and Business Standards shall be summarily be dissociated.

28.3 Any Contractor employee found to be using, possessing, furnishing, selling or soliciting the sale of any drug contrary to law on Owner property or during hours that such employee is performing work for Owner will be subject to immediate removal from the premises and, in addition, will be reported to the responsible law enforcement agency. There can be no compromise for any individual who violates this policy.

28.4 Unethical Practices: If it is determined that the contractor, who has been recommended for the award of work or has been awarded the work, or his representative or partner or agent or servant or any other person claiming interest under him, has engaged in corrupt or fraudulent practice in competing for the contract in question, his offer shall be rejected and or contract terminated. Similarly, if it is found during the validity of the contract that contractor or his representative or partner or agent or servant or any other person authorized by him or claiming interest under him, has engaged in corrupt or fraudulent practice or in theft or unauthorized movement of the material, or in any activity which is punishable under law or not authorized by HZL or prejudicial in the interest of HZL or detrimental to HZL, its equipment and property, the contractor will bear full responsibility for the loss or other consequences which may result due to such illegal/unauthorized acts besides the action to terminate the contract by HZL. In such cases, the Contractor shall also be liable for an action leading to suspension, banning of the business dealings with the Contractor and all its allied firms.

28.5 Other mandatory annexures are attached herein as an integral part of the contract.

29) CONFIDENTIALITY AND NON DISCLOSURE:

The Contractor fully understands, agrees and confirms that in course of its relationship with the Owner as contemplated under this order and the deployment of its employees to the Owner for providing its services under the Scope of work, the Contractor and such

employees of Contractor would come to know and/or may get exposed to various confidential information, proprietary information, employee details, etc., of the Owner. The value of such confidential information, etc., would get eroded and impaired and the

Owner may suffer huge loss, injury and hardships if such confidential information, etc., are in any manner misused, disclosed, unauthorizedly copied or passed on to any third party by Contractor or its employee(s) or anybody connected to them. It is therefore a matter of paramount importance that Contractor or its employee(s) or anybody connected to them, shall not in any manner misuse or disclose or pass on to third parties or derive any benefit whatsoever from such confidential information, etc., of the Owner. The Contractor hereby fully agrees and undertakes to keep all such confidential, proprietary information, data, etc., of the Owner in full confidence and shall not misuse, disclose, pass on to third parties or derive any benefit whatsoever from such confidential tools, techniques, etc. Besides it would be the absolute responsibility of the Contractor to cause and require the employee(s) deputed by it to the Owner and all connected to the Contractor to observe fully the above confidential, non-disclosure and non-use obligations. The Contractor therefore shall be fully liable to pay damages to the Owner for any breach or violation of this confidentiality, on disclosure and non-use clause by Contractor or by his employee(s) or anybody connected to it and shall keep the Owner fully indemnified in this regard including any third party claims.

30) SUSTAINABILITY:

"The contractor shall abide by all human right, ethics and Vedanta sustainability requirement"

31) UK BRIBERY ACT: The Contractor and his associate/representative shall not indulge in receiving or payment of bribe for the performance of obligations under this Contract. The contractor shall abide by provisions of UK Bribery Act.

32) ENCLOSED ANNEXURE:

Annexure 1 – Service General Terms and Condition

Annexure 2 – No Go Criteria for Vehicles and Drivers

Annexure 3 – VDSS

Annexure 4 – Sealing Standard

In case of any questions please contact:

Ishaan Tiwari

ishaan.tiwari@vedanta.co.in

Annexure 1 – Service General Terms and Condition

DEFINITIONS & INTERPRETATION

1.1 DEFINITIONS

Capitalized terms, not defined elsewhere in this Agreement, shall have the meanings set forth hereinbelow:

“Affected Party” means a Party affected by a Force Majeure Event.

“Affiliate” means an entity which directly or indirectly either controls or is Controlled by a Party or is directly or indirectly under common Control with a Party.

“Agreement” means this Agreement together with any and all annexures, appendices, schedules, addendums and amendments hereto as well any Purchase Order(s) or Variation Order(s) issued hereunder, and orders of any court of record, as may be in force and effect from time to time.

“Applicable Law” means any or all laws, promulgated or brought into force and effect by any Governmental Authority, including all notifications, orders, guidelines, regulations, clarifications and any rules and/or amendments made or issued thereunder, and judgments, decrees, injunctions, writs, and orders of any court of record, as may be in force and effect from time to time.

“Business Day” means a day which is not a Saturday, Sunday, or legal holiday in the jurisdiction in which each of the Parties’ principal office, as written first above, is situated.

“Consignee” means the person named as consignee in the Goods Forwarding Note or e-way bill or in any other documents provided by the Consignor to the TSP where the Goods are to be delivered.

“Consignment” means documents, goods or articles entrusted by the Consignor to the TSP for carriage/transportation, the description or details of which are given in the Goods Forwarding Note;

“Consignor” means the Company, or any other person authorised on its behalf, named as Consignor in the Goods Forwarding Note, by whom or on whose behalf the documents, Goods or articles covered by such forwarding note are entrusted to the TSP for transportation of Goods.

“Control” means the power to direct or cause the direction of an entity’s management and policies through, direct or indirect, ownership or control of at least 50% (fifty percent) of its voting securities or ownership interest.

“Confidential Information” means the terms of this Agreement, including the existence of this Agreement, and includes all non-public information, technical, financial data, customer, sales information, personal information, trade secrets, Intellectual Property Rights’ information, personal information, methods of processing, system designs and information pertaining to business, products, services and/or activities of a Party and/or its Affiliates, disclosed or made available to the other Party or its Representatives in relation to the

Agreement, whether directly or indirectly, orally or in writing, or obtained during inspection in electronic, tangible, intangible or in any other form, whether or not marked as "proprietary" or "confidential", or can be reasonably understood, as being confidential, from the circumstances of disclosure, and any other information derived from the same. Confidential Information does not include information (i) known to a Party at the time of disclosure or rightfully obtained on a non-confidential basis from a third party; (ii) that is, or hereafter becomes, (through no act or failure to act on the part of the Recipient), generally known in the public; (iii) independently developed by a Recipient without reliance on the Confidential Information; or (iv) that is permitted for disclosure by the disclosing Party in writing, in each case as shown by contemporaneous documentary evidence.

"Defects" means Services which do not meet the agreed specification or are otherwise substandard as per the Trade Usage; and the term **"Defective"** shall be construed accordingly.

"Effective Date" means as prescribed in the description of the Parties.

"Force Majeure Event" means any natural calamity, unforeseen accidents like fire, explosion etc., any event beyond the reasonable control of a party, strikes, war, terrorist acts, riots, pandemics, epidemics, quarantines, lock-downs, embargoes which has a material or adverse effect on the performance by that Party of its obligations under or pursuant to this Agreement, or acts of a governmental authority including orders passed by any judicial or quasi-judicial authorities rendering the performance of obligations contained in this Agreement in violation of law.

"Goods" means every kind of moveable property or article including (i) mineral and metals, (ii) containers, pallets or similar articles of transport used to consolidate good, (iii) any other material or commodities prescribed in the Purchase Order.

"Goods forwarding note" means a statutory document evidencing material dispatch executed by the Consignor which may include a declaration about the value of the consignment and goods of dangerous or hazardous nature.

"Goods Recipient" means document or lorry receipt issued by the TSP evidencing the receipt and acceptance of Goods by him from the Consignor.

"Governmental Authority" means any nation or government, any state, province, territory or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including without limitation any entity, body or forum having legal jurisdiction over the activity or Party in question under this Agreement.

"Intellectual Property Rights" or "IPR" means all rights and interests in intellectual property, including patents, trade secrets (including know-how), proprietary information and knowledge, trademarks, design rights, copyrights, trade dress, domain names, logos, colour combinations, slogans, moral rights, right of publicity, author's rights, design flows, process diagrams, methodologies and all other similar rights in any part of the world, whether registered or not, including without limitation the right to file, hold and renew applications and registrations for each of the foregoing.

"Losses" means and includes all losses, liabilities, obligations, claims, demands, awards, fines, penalties, fees, expenses, shortfall, damages, settlement amounts, legal and quasi-legal

proceedings' costs, as well as out-of-pocket expenses including reasonable attorneys' and accountants' fees and disbursements in relation to this Agreement.

"Price" means the prices and/or rates payable by Company with respect to the Services as specified in Purchase Order(s).

"Purchase Order" means the order issued by Company to Transport Service Provider for availing the Services under this Agreement, in the format specified in Schedule I hereto and which shall include the specific requirements with respect to the scope of work or description of Services, applicable rates, charges, fees, and delivery specifications.

"Representative" means a Party's officers, directors, employees, agents, consultants, advisors, attorneys or any Affiliates or such Affiliate's officers, directors, employees, agents, consultants or advisors or any person identified as such in this Agreement or such other person(s) notified by the Parties in writing to each other from time to time.

"Services/ Transportation Services" means the services being provided under the Agreement for transportation of Goods.

"Transport Service Provider's Personnel" or "Personnel" means all personnel provided by the Transport Provider in connection with the performance of this Agreement, including, without limitation, those referred to in the Scope of Work.

"Site" means the location where Company wishes for Transport Service Provider to provide the Services including loading and unloading site/place.

"Specification" includes but is not limited to assays whether typical or otherwise or the scope or technical parameters of the Services set out and/or attached with the Purchase Order(s).

"Trade Usage" means 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 the course of commercial dealing between the Parties to this Agreement.

"Term" means as prescribed under clause 8 of this Agreement.

"Variation Order" means as prescribed under clause 11 of this Agreement.

1.2 INTERPRETATION

1.2.1 The Agreement shall comprise of the following documents:

- (i) This Master Transport Service Agreement
- (ii) Purchase Order(s) issued under this Agreement (which will contain the Services Specifications, Delivery Specifications, and Price Specifications)
- (iii) Variation Order(s) if any, issued by the Company, in terms of clause 11, through which the Parties may agree to vary any specific term of a particular Purchase Order.

1.3 The documents that constitute part of this Agreement as mentioned above in clause 1.2.1 are to be construed harmoniously. In the event of an inconsistency, the Agreement, shall prevail over the Purchase Order and Variation Order(s) if any, to the extent of such inconsistency.

1.4 Headings are for convenience only and shall not govern or affect the interpretation of the Agreement.

- 1.5 Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice-versa.
- 1.6 Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any subordinate legislation made under it.
- 1.7 References to persons include companies, corporations, partnerships, associations, and other organizations whether or not having separate legal personality.
- 1.8 Except where otherwise indicated, reference to clauses, sub-clauses, recitals schedules and annexures shall be to the clauses, sub-clauses, recitals, schedules and annexures of this Agreement.
- 1.9 “including” means “including without limitation”.
- 1.10 The doctrine of contra proferentem shall not apply to this Agreement.
- 1.11 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, then that act, matter or thing shall be done on the preceding Business Day;
- 1.12 All notices and formal communications required to be sent under this Agreement would have to be done so in writing, whether or not specified as such.
- 1.13 Capitalised terms used and not defined under clause 1.1 (Definitions) shall have the meaning given to such terms under this Agreement.

2. OBLIGATIONS OF TRANSPORT SERVICE PROVIDER

2.1 GENERAL OBLIGATIONS

- 2.1.1. The Transport Service Provider shall provide the Services with all due skill, care and diligence in a safe, competent and timely manner and in accordance with the Specification and other terms of this Agreement, as may be applicable. In performance of this Agreement the Transport Service Provider shall at all times comply with the Applicable Law.
- 2.1.2. The TSP shall provide suitable, well-maintained, and roadworthy vehicles, ensuring they meet all regulatory and statutory compliance requirements for the safe carriage/transportation of Goods. Each vehicle shall be equipped with required safety measures, including fire extinguishers, GPS tracking, and proper securing mechanisms for the consignment.
- 2.1.3. The TSP shall ensure that all vehicles used for transportation are adequately insured, including goods-in-transit insurance, third-party liability insurance, and coverage for accidental damages, ensuring indemnification of losses suffered by the Consignor due to any unforeseen circumstances.
- 2.1.4. The TSP shall engage only duly licensed, trained, and experienced drivers with valid commercial driving licenses, who are aware of safe driving practices and legal requirements applicable to the transportation of material/goods.
- 2.1.5. The TSP shall ensure that the transportation service is available as per the agreed schedule, including readiness during peak business periods, and shall provide alternative arrangements in case of any unforeseen delay or breakdown to prevent disruptions to the Consignor’s supply chain. The Transport Service Provider is not

entitled to change at any stage, the time schedule as specified by the Company. Failure on the part of the Transport Service Provider TSP to comply with the obligations hereunder or time schedule shall constitute a breach of the terms of this Agreement.

- 2.1.6. The TSP shall adhere to the agreed timelines for delivery at the destination or to the Consignee. Any delays must be communicated in advance with valid justification, and the TSP shall take all necessary steps to mitigate potential disruptions.
- 2.1.7. If the TSP fails to provide a suitable vehicle as per the agreed requirement and schedule, the Consignor shall have the right to engage an alternative transportation service provider at the risk and cost of the TSP. The additional cost incurred shall be deducted from any pending dues to the TSP or recovered through other legal means if necessary.

2.2. OBLIGATIONS DURING LOADING OF MATERIAL

- 2.1.1. The TSP shall ensure that loading of the consignment is conducted in a secure and safe manner under the direct supervision of the Consignor's authorized personnel, ensuring that there is no overloading beyond the permissible weight limit prescribed by law.
- 2.1.2. The TSP shall ensure that all necessary legal forms, including but not limited to Goods Forwarding Note, Goods receipt or lorry receipt, e-way bills, road permits, material dispatch notes, and statutory clearance certificates, and any other statutory document as application are obtained and properly maintained before initiating transit.
- 2.1.3. The TSP shall verify and record the consignment details, including weight, quantity, and type of material loaded, and cross-check them against the shipping documents to ensure accuracy before the vehicle departs from the loading site.
- 2.1.4. The TSP shall take responsibility for ensuring that all required seals, locks, and protective coverings are securely affixed to prevent any potential spillage, theft, or contamination of the material during transit.

2.3 OBLIGATIONS DURING TRANSIT

- 2.3.1. The TSP shall be fully responsible for the security and protection of the consignment from theft, pilferage, adulteration, environmental damage, or any unauthorized access throughout the duration of transit
- 2.3.2 All vehicles shall be fitted with GPS tracking systems, and the TSP shall provide real-time tracking access to the Consignor to monitor the movement and status of the consignment.
- 2.3.3 The TSP shall take all necessary precautions to ensure that the quality and quantity of the consignment remain intact, preventing any losses due to mishandling, leakage, or tampering during transportation.
- 2.3.4 In the event of an accident, breakdown, natural disaster, or force majeure event, the TSP shall immediately notify the Consignor and shall take all reasonable steps,

including liaising with law enforcement and emergency services, to safeguard the consignment and minimize potential losses.

- 2.3.5 The TSP shall ensure strict compliance with all statutory and regulatory requirements concerning road safety, environmental standards, and transportation laws applicable to the carriage of material/goods.

2.4 OBLIGATIONS DURING UNLOADING

- 2.4.1 The TSP shall ensure that unloading takes place at the designated location and under the supervision of the Consignor's authorized personnel, maintaining proper handling procedures to avoid damages to the consignment.
- 2.4.2 The Consignor or the Consignee shall have the right to inspect and verify the consignment upon arrival, checking for quantity and quality discrepancies before formally accepting delivery. Any deviation or shortfall shall be documented and reported immediately.
- 2.4.3 The TSP shall assist in the unloading process as required and shall ensure that an acknowledgment of receipt is obtained from the Consignor's designated representative, specifying the condition and quantity of the delivered consignment.
- 2.4.4 In the event of any damages, pilferage, or discrepancies found during unloading, the TSP shall cooperate in the investigation and provide all necessary assistance to ascertain liability and remedial action.

3. PAYMENT & INVOICING

- 3.1. No advance payment shall be made to the TSP under any circumstances.
- 3.2. Payment of the Price to the Transport Service Provider shall be made in the manner and currency specified in the Purchase Order. The Price represents the full and complete payment that shall be made to the Transport Service Provider for all the matters and things necessary for the performance and completion of all of its obligations under this Agreement. Payment shall be processed only upon successful delivery of the consignment at the designated location and verification of compliance with contract terms.
- 3.3. No payment shall be made for futile trips where the consignment is damaged, stolen, or adulterated due to negligence or failure of the TSP.
- 3.4. Each invoice shall make specific reference to the Agreement and/or relevant Purchase Order number and shall be accompanied by all relevant supporting documents and should be in a form acceptable to the Company. The invoice shall be accompanied by the required documents, including consignment note, weighbridge slip, delivery challan/proof, and any statutory compliance documents.
- 3.5. The Company reserves the right to issue Purchase Orders to the Transport Provider, through its different business units or Affiliates. Accordingly, the invoice raised shall be made in the name and address of the business unit or Affiliate issuing the Purchase Order and all provisions of this Agreement shall then *mutatis mutandis* apply to and inure to the benefit of such business unit or Affiliate.
- 3.6. The Company shall make payments to the Transport Service Provider of the amounts mentioned in each invoice, to the extent it is not disputed by the Company, within thirty (30)

Business Days from receipt of the invoice, unless Parties mutually decide otherwise. In case of Dispute, the Company shall withhold payment of disputed amounts till such time that the matter is resolved by the Parties in accordance with the terms of this Agreement pertaining to resolution of Disputes (as per clause 22) and the undisputed amount shall be paid in accordance with the terms of this clause. In case of a disputed invoice, the Company shall notify Transport Service Provider specifying the disputed elements of the invoice and Transport Service Provider shall forthwith withdraw the disputed invoice and submit an amended invoice for the undisputed amount. The Parties agree that no interest shall accrue on any invoice until the settlement of the disputed amounts.

3.7. The Transport Service Provider shall not suspend its performance of services under this Agreement, during pendency of any dispute relating to the payment of invoice.

3.8. Company shall have a right to set-off and/or adjust: (a) any payment due to the Transport Provider against any amount due and/or payable to the Company or the Company's Affiliates by the Transport Service Provider ; or (b) any payment due from the Transport Provider against any amount due and/or payable to the Transport Provider from the Company or the Company's Affiliates.

3.9. The final and the last invoice under the contract shall be submitted along with full and final settlement details of workers' dues, NOCs, and a No-Due Certificate from the TSP.

3.10. In case of any additional claim by the TSP, such claim must be raised within seven (7) days of the occurrence of such expenses, failing which it shall be deemed waived off, and the Consignor shall not be liable to pay.

4. TAXES & IMPORT OBLIGATIONS

Except as may be expressly set out in this Agreement:

4.1 The Price shall be inclusive of all applicable taxes.

4.2 Transport Service Provider shall be responsible for the payment of all taxes now or hereafter levied or imposed on the Transport Service Provider or its subcontractors or on the personnel of the Transport Service Provider or its sub-contractors by any Government Authority as a result of the performance of this Agreement.

4.3 The Company shall, at the time of its payments due to Transport Provider, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that Transport Provider shall produce to Company any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Transport Service Provider to receive the payments under the Agreement for a prescribed period without deduction of any tax or deduction at a lower rate.

4.4 In the event there is a delay by the Transport Service Provider in fulfilment of its obligations, which results in a higher rate of incidence of tax on any part of the Services, then such higher rate of tax will be solely to the Transport Service Provider's account, and the Company will not be liable to bear such increased tax rates or incidence.

5. PERFORMANCE BANK GUARANTEE

5.1. The TSP shall provide a Performance Bank Guarantee (PBG) in favor of the Consignor from a scheduled commercial bank acceptable to the Company, for an

amount equivalent to 100% of the annual contract value, to ensure due performance of its obligations under this Agreement and to cover potential financial liabilities arising from penalties, losses, or damages incurred during the execution of the contract.

- 5.2. The PBG shall be valid for the entire term of the contract and shall remain enforceable for an additional period of three (3) months.
- 5.3. In the event of a breach of any obligations by the TSP, the Consignor shall have the right to invoke the PBG, either partially or in full, without prejudice to any other legal remedies available under this Agreement or law. The terms, conditions, and amounts of the respective guarantees, which the Transport Service Provider shall comply with prior to the execution of the Agreement shall be determined as per the format provided by the Company.
- 5.4. In case of any extension of the Term, the Transport Service Provider shall renew the Performance Bank Guarantee as agreed ten (10) days prior to the date of the Performance Bank Guarantee as agreed expires, failing which the Company shall have the right to immediately draw down full Performance Bank Guarantee as agreed amount and shall reserve the right to retain such amounts till such time the Transport Service Provider provides a replacement Performance Bank Guarantee as agreed for the equivalent amount.
- 5.5. Transport Service Provider shall renew the Performance Bank Guarantee as agreed or otherwise submit an additional Performance Bank Guarantee, as duly required by Company, on account of any upward revision to the advance payment, pursuant to a variation or amendment to the Agreement, at least 5 (five) Business Days before Company is required to pay any additional advance payment.
- 5.6. Failure to Furnish, Renew, or Maintain Guarantees, if the Transport Service Provider fails to furnish, renew, or maintain the PBG as per the agreed terms of the Agreement:
 - i. Such failure would constitute a material breach/default of the Agreement solely attributable to the Transport Service Provider.
 - ii. The Company shall have the right to invoke the respective guarantee(s) without any notice to the Transport Service Provider.
 - iii. The Company may withhold or recover amounts due under the Contract until the required guarantee is furnished.
 - iv. The Company may terminate the Agreement forthwith, without prejudice to any other rights or remedies available.
- 5.7. In addition to the right contained in the preceding clauses, Company shall further have an unqualified right under the Agreement to draw on the Performance Bank Guarantee as agreed above in the following situations:
 - i. Failure by the Transport Service Provider to deliver the Material in accordance with terms and conditions of the Agreement; or
 - ii. Any inadequate adjustment of the advance payment; or

- iii. Failure by Transport Service Provider to duly perform any of its obligations under this Agreement; or
- iv. Any valid claim made by the Company, accruing due to any act or omission of the Supplier and upon failure of the Transport Service Provider to pay such a claim upon such demand.

5.8. The Transport Service Provider shall bear all the costs of execution, prolongation, renewal, and issuance of the Advance Bank Guarantee and or and Performance Bank Guarantee.

6. SERVICES DELIVERY TERMS & DAMAGES

6.1. DELIVERY OF SERVICES

- i. Transport Service Provider shall deliver the Services to Company in accordance with the delivery schedule provided under the applicable Purchase Order.
- ii. Transport Service Provider shall render and make available the Services at Company's designated Site specified in the applicable Purchase Order.
- iii. Time shall be of the essence of this Agreement and performance of this Agreement in accordance with any time or schedule specified in the Purchase Order is important. Company reserves the right to terminate this Agreement or any specific Purchase Order, without penalty or liability attaching to the Company, if delivery of the Services is not made by the date and the time period as specified in the Purchase Order. No change in the scheduled delivery date is permitted without Company's express written consent. Company reserves the right to reject Services in case it is not in accordance with the delivery schedule provided under this Agreement, unless otherwise specifically waived off in writing by an authorized Representative from the Company's commercial department. Any acceptance delay in performance of Services will not waive Company's right of remedies with respect to delay nor shall it be deemed a waiver of future compliance with the terms hereof.

6.2. DEFAULT IN DELIVERY AND PERFORMANCE

6.2.1.If Transport Service Provider fails to deliver the Services or any part thereof in accordance with the time for delivery schedule under this Agreement, the Company may at its discretion and without prejudice to other rights and remedies under this Agreement or otherwise, avail itself of any one or more of the following remedies:

- (i) refuse to accept any or all deliveries, of the Services, which Transport Service Provider attempts to make, in each case without any liability to the Company;
- (ii) procure Services from another vendor, at Transport Service Provider's risk, cost and expense.
- (iii) instruct Transport Service Provider to suspend performance of its obligations under this Agreement with immediate effect and to take such steps as Company may direct in order to remedy the breach and make good the Losses to the Company at Transport Service Provider's expense; or

- (iv) invoke the Performance Bank Guarantee and withhold any payment to be made to the Transport Service Provider under any other agreement or purchase order that the Company may have executed with the Transport Service Provider.
- (v) Transport Provider shall pay damages to Company for Transport Service Provider's default. These damages shall be the relevant sum and/or rate stated in the Purchase Order, which shall be paid for every day/week which shall elapse between the relevant time for delivery and the date on which the Service is delivered.

The above-mentioned remedies shall not relieve Transport Service Provider from its obligations or responsibilities which Transport Service Provider may have under the Agreement.

- 6.2.2. In the event of breach beyond the agreed timelines, the TSP shall be liable to pay liquidated damages at the rate of[specified percentage/amount] per day of delay, subject to a maximum of..... [specified amount].
- 6.2.3. The Parties agree and accept that the above stipulated liquidated damages are reasonable and genuine pre-estimate of loss to be suffered by the Consignor, which cannot be directly evaluated or measured.
- 6.2.4. Any failure to provide alternative arrangements in case of delays or breakdowns, shall attract a penalty of[specified amount] per instance, recoverable from any pending dues to the TSP.
- 6.2.5. The Consignor shall have the right to deduct the liquidated damages or penalty from the payable amount to the TSP or claim reimbursement through other legal means if necessary.
- 6.2.6. In case of repeated breaches or significant delivery failures, the Consignor reserves the right to terminate the contract without prejudice to any other legal remedies available.

7. SUBSTITUTED PERFORMANCE

7.1. Without prejudice to any other rights of the Company under this Agreement, at law or equity, if the Transport Service Provider fails to perform its obligations as per the provisions of this Agreement, the Company may procure the Services from third party sources at the risk and costs of the Transport Service Provider.

8. TERM

- 8.2. This Agreement shall be valid for such term as specified in the Purchase Order ("Term").
- 8.3. This Agreement shall remain valid for the Term, unless terminated earlier by the Parties, as per the terms and conditions mentioned herein. Parties shall not be required to provide any communication or information to denote the expiry/termination of the Agreement at the end of the Term.
- 8.4. The Term of this Agreement may be further extended for a period, mutually and expressly agreed to by the Parties in writing, no less than thirty (30) days prior to the expiry of the Term.

9. REPRESENTATIONS & WARRANTIES

9.1 The Transport Service Provider represents, warrants and guarantees that:

- 9.1.1 The Transport Service Provider shall conform to the Specifications provided in Purchase Order, which the Transport Service Provider warrants to be accurate and complete in all material respects and fit for the purpose of the Company.
- 9.1.2 The Services shall comply with all applicable quality standards and/or other standards as per the Applicable Law and Trade Usage.
- 9.1.3 The Services shall be of the best quality and workmanship and shall be free from fault or Defect (with such tolerances as specifically stated in the Specification or the details set out in the Purchase Order).
- 9.1.4 The Transport Service Provider is aware of and is deemed to have satisfied itself regarding the Company's requirements and confirms that the Services are suitable for such use.
- 9.1.5 The Transport Service Provider has the necessary skill and experience in the Services, in accordance with the Agreement.
- 9.1.6 The Transport Service Provider has the qualification, expertise, competence and resources to safely and satisfactorily carry out its obligations hereunder.
- 9.1.7 That all Services supplied under this Agreement shall be free of any claim of any nature by any third person or entity, and that Transport Service Provider shall convey clear and marketable title to the Company in the end product or outcome of the Services.
- 9.1.8 All statements and representations that the Transport Service Provider makes to the Company, in relation to the Services including but not limited to any sales literature, constitute warranties, upon which the Company may rely on under this Agreement.
- 9.1.9 Upon completion of Services or various milestones as agreed, the Transport Service Provider shall share a delivery note which clearly shows, *inter alia*, the Agreement and/or Purchase Order number, date of ordering, Services provided the outstanding balance remaining to be delivered, if any.
- 9.1.10 The Services shall be accompanied by all appropriate information, warnings, instructions and documentation, as shall be required for their full use by the Company, and the document setting out the information shall be handed over to the Company's Representative prior to the delivery of Services.
- 9.1.11 The Transport Service Provider shall comply with and ensure that all its sub-contractors comply with all Applicable Law in connection with the performance of Services under this Agreement.

9.1.12 The Transport Service Provider has full right, title and interest in and to all IPR, trade names, trademarks, patents, copyright, service marks, logos symbols and other proprietary marks (including those owned by any of its vendors, affiliates or subcontractors), which it uses for providing the Services and which may be embedded in the Services and provides to Company the right to use the same, and further assures to the Company that any IPR provided by the Transport Service Provider shall not infringe the IPR of any third party.

9.2 The Transport Service Provider further warrants that it shall at all times and at its own expense:

- 9.2.1 Maintain all necessary licenses, approvals, registrations and consents and comply with all Applicable Law in performance of the Agreement.
- 9.2.2 Adopt safe working practices and comply with the provisions of all health and safety laws as per the Applicable Law and the Trade Usage.
- 9.2.3 Shall not endanger the safety of or unlawfully interfere with the convenience of any other person, including employees and/or other contractors of the Company while performing the Services.
- 9.2.4 Comply with Company's conditions (including but not limited to health and safety conditions, safety management systems, safety cases, hygiene policies and security policies) and Trade Usage.
- 9.2.5 Comply with the provisions of the code of business conduct and ethics as well as the supplier code of conduct and human rights policy of the Company.
- 9.2.6 Assist Company and its Representative in the investigation of any accident or incident or the resolution of any dispute, which assistance shall include, but not be limited to, providing access to documents and records and providing information and documents reasonably requested by Company to verify compliance with this Agreement. Provided that the Company shall have no obligation to verify the documents or Services in relation to conforming the compliance with the requirements as set out in this Agreement. However, the Company may at any time and at its discretion require the Transport Service Provider to provide the relevant documents to demonstrate its compliance with the requirements of this Agreement.
- 9.2.7 Notify Company's Representative promptly as soon as it becomes aware of any breach of laws or issue which arises in relation to the Services (which notification shall not release Transport Service Provider from any liability and/or obligations in respect of such breach, hazard or issue). The Transport Service Provider shall take

all possible steps and/or provide all assistance in this regard to the Company's Representative, as the case may be, in order to mitigate the impact of any such issue.

- 9.2.8 Notify Company's Representative promptly after it becomes aware that Transport Service Provider is not or may not be complying with any of its obligations under this Agreement; provided that this shall not relieve Transport Service Provider's performance and obligations under the Agreement.

- 9.3 Both the Transport Service Provider and Company represent and warrant to each other that:

- 9.3.1 it is an entity duly organized, validly existing, and in good standing in the jurisdiction of its incorporation/organization/formation has the full right, corporate power and authority to enter into this Agreement, and to perform its obligations as set out herein;
- 9.3.2 its Representative executing this Agreement on its behalf are duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms and conditions set out herein;
- 9.3.3 it is in compliance with all Applicable Laws relevant to this Agreement and the Services and the operation of its business and this Agreement does not and will not violate any law relating to antitrust or constitute anticompetitive behaviour or business practices;
- 9.3.4 no legal proceedings are pending or threatened against it before any court, tribunal or authority which may restrain or enjoin its performance or observance of the terms and conditions of this Agreement, or which may in any other manner question the validity, binding effect or enforceability of this Agreement;
- 9.3.5 and as of the date hereof, it is fully solvent and has met its obligations in the ordinary course of business.

- 9.4 Each representation and warranty contained in this Agreement shall be as of the Effective Date and shall automatically be deemed to be repeated with each delivery of the Services and on each payment made by the Company to the Transport Service Provider and shall be conclusively presumed to have been relied on by Company regardless of any investigation made or information possessed by Company. The warranties and representations of the Transport Service Provider as set forth herein shall be cumulative and in addition to any and all other warranties and representations which the Transport Service Provider shall give, or cause to be given, to the Company, either now or hereafter in relation to the Services.

- 9.5 The representations and warranties mentioned herein shall be extended to any re-rendered or replacement Services provided by Transport Service Provider including the Services provided as below.
- 9.6 Notwithstanding anything contained in this Agreement (including any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by third party or the Party's Representatives (including absence of disapproval) and without prejudice to any other rights which Company may have hereunder, it is agreed and understood that in case the Services have any Defects, (including but not limited to "Latent Defects"), then, as soon as the Company becomes aware of a Defect in any Services at any time during eighteen (18) months from the date of completion of the Services or twelve (12) months from the date of commencement of use of the final product delivered pursuant to the Services or such longer period as may be mentioned in any other document, whichever is later, the Company, shall notify the Transport Service Provider and, at the Company's election, such Services shall be deemed to be Defective and rejected as of the date of such notice.
- 9.7 The Transport Service Provider shall, at its own cost and Company's option, either re-render or replace any and all Defective Services and the warranty period shall be renewed for the re-rendered or replaced Services from the date of such re-rendering or replacement.

10 NON-CONFORMITY

- 10.1 Without prejudice to any other rights of the Company provided under this Agreement and Applicable Law, if the Transport Service Provider fails to (a) perform any obligations as set forth in this Agreement in accordance with the timelines stipulated in this Agreement; or (b) supplies any Defective Services; and (c) upon being notified by Company of the Defects, fails to rectify such Defects, in supply of the Services, within fourteen (14) days of notice of such Defects, then, the Company may at its discretion and without prejudice to other rights and remedies under this Agreement or otherwise, avail itself of any one or more of the remedies as hereunder:
- 10.1.1 reject the Services (in whole or in part) on the basis that Transport Service Provider shall immediately and latest within two two (2) days from the date of rejection, pay to Company a full refund for the Services so rejected;
 - 10.1.2 give the Transport Service Provider the opportunity at Transport Service Provider's expense either to remedy any Defect or to re-do Services and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled within a reasonable period specified by Company.
 - 10.1.3 refuse to accept any further provision of the Services which the Transport Service Provider attempts to make, in each case without any liability to Company and any such delivery shall be at the risk and cost of the Transport Service Provider;

- 10.1.4 have the right to carry out or require a third party to carry out, at the Transport Service Provider's risk and cost, any work necessary to make the Services comply with this Agreement;
 - 10.1.5 claim such damages or penalty or cost as may have been sustained as a consequence of the Transport Service Provider's breach or breaches under this Agreement;
 - 10.1.6 obtain substitute Services from alternate Transport Service Provider at Transport Service Provider's cost;
 - 10.1.7 opt to use or consume the Services in the event of non-availability of substitute services but without prejudice to its right to claim damages attributable to consequences arising due to off-Specification Services.
- 10.2 In each of the above scenarios, wherever applicable, Transport Provider shall pay for all incidental costs related to replacement of Services.
- 10.3 Notwithstanding anything to the contrary in this Agreement, there shall be no obligation whatsoever on Company to accept any Services with Defects or sub-standard quality Services, delayed delivery and/or performance of the Agreement. It is expressly agreed by the Parties that acceptance of such Defective or sub-standard quality Services, delayed delivery and/or performance by Company in its sole discretion, shall not prejudice any right of Company to claim damages from the Transport Service Provider. In the foregoing, the Company shall determine the amount of damages that shall be leviable upon and/or payable by the Transport Provider. Any damages so determined by the Company shall be paid by the Transport Provider within fifteen (15) days. The levy of damages and/or acceptance of performance, as above, shall not prejudice any rights of the Company with respect to other terms of this Agreement.

11. SPECIFICATION VARIATION

- 11.1 Company and Transport Service Provider may at any time mutually decide to alter, amend, omit, add to, accelerate, or otherwise vary any part of the Purchase Order, including the Scope of Work or Description of Services, and price thereof, by way of a written document setting out the specific variations, to be finally issued by the Company to the Transport Provider ("**Variation Order**"). The price change in the value of Services shall also be mentioned in the Variation order and the revised prices shall be based on the existing prices and dates for performance specified in the Agreement.
- 11.2 Any Variation Order issued, shall be governed by the provisions of this Agreement.
- 11.3 Upon receipt of a Variation Order, the Transport Service Provider shall proceed immediately as instructed.

12. INTELLECTUAL PROPERTY & CONFIDENTIALITY OBLIGATIONS

- 12.1 If any Services purchased or provided under the Agreement involves IPR, whether by owned or license to the Transport Service Provider (including any vendor of the Transport Service Provider) then Transport Service Provider hereby grants to Company and user of the Services a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge. The Transport Service Provider shall also

ensure that for any Services, if there are any IPR in relation to the spare parts of the Services, then the same shall also be licensed without any cost to the Company, to ensure that the Company shall have the right to use such spare parts in relation to the Services.

12.2 Company is the sole owner of IPR in anything developed and delivered under this Agreement. Transport Service Provider shall provide at the Company's reasonable request any documentation necessary to confirm Company's ownership interest in such IPR. Transport Service Provider shall retain ownership of any IPR vested in Transport Service Provider prior to this Agreement or created by Transport Service Provider outside of its performance of this Agreement during the Term of this Agreement.

12.3 Transport Service Provider shall at all times be responsible for, shall release and shall defend, protect, indemnify, hold harmless and defend Company, its Representatives, and Company's customers, 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 supplied Transport Service Provider. If any injunction or judgment in any IPR infringement action is rendered restraining Company's use of the Services, or of any component thereof, Transport Service Provider shall at the option/discretion of the Company, and at Supplier's expense, either (i) procure for Company the right to use the Services, or (ii) replace or modify the infringing Services so that it no longer infringes without adversely affecting its fitness for the purpose for which it is intended under the Agreement; or (iii) in the event (i) and (ii) are not possible, the Transport Service Provider, shall at the sole option of the Company and without prejudice to the right of the Company to require specific performance, shall refund the amount of Services in default.

12.4 For the purposes of this clause, IPR includes but is not limited to all vested, contingent and future Intellectual Property Rights.

12.5 Non-disclosure of Confidential Information. Each Party hereto or its Affiliates (each, a "Discloser") may disclose Confidential Information to the other Party or its Affiliates (each, a "Recipient") for the purpose of this Agreement ("Purpose"). The Recipient shall keep all Confidential Information disclosed by the Discloser confidential and not disclose, trade or otherwise divulge the Confidential Information or the fact that Confidential Information has been provided to Recipient by the Discloser to any person without the prior written consent of Discloser. The Recipient may disclose the Confidential Information only to its Representatives on a need-to-know basis, and only if such disclosure is necessary for the Purpose as set out herein. The Recipient agrees that such disclosure to its Representatives shall be subject to: (a) such Representatives being bound by confidentiality and non-disclosure obligations no less restrictive than the terms of this Agreement; and (b) the Recipient being liable for any breach of this Agreement by any of its Representatives. Upon expiration or termination of this Agreement or Discloser's written request, Recipient shall: (a) promptly return to the Discloser all documents, presentations, and other tangible items of Confidential Information or, at the request of the Discloser, certify in writing that all such

Confidential Information has been destroyed; (b) delete all electronic records and copies of the Confidential Information. The Recipient must also destroy all Confidential Information that is retained in Recipient's computer backup and shall also use reasonable efforts to delete all electronic copies of Confidential Information under its control. In case the Confidential Information of the Discloser is required to be disclosed by the Recipient under Applicable Law, then the Recipient may disclose the same, subject to the Recipient give prompt and prior notice to Discloser, prior to such disclosure, in order to allow the Discloser an opportunity to seek a protective order or other appropriate remedy to prevent such disclosure. Neither Party shall use or display the logos, trademarks etc., of the other Party in any advertisement, press release or any other such communications on public platforms, without the prior written consent of the other Party. Either Party shall ensure that no press release, public announcement, or disclosures related to the Purpose or under this MoU, is issued without the prior written consent of the other Party, on any platform including on print or social media, or to any third party.

13. SUSPENSION

- 13.1 Notwithstanding anything contained herein to the contrary, Company shall have the right to: (a) without cause, at any time to require the Transport Service Provider to suspend the Services (or part thereof) under this Agreement by giving a fifteen (15) days prior written notice to Transport Service Provider ; or (b) immediately suspend the Services (or part thereof) under this Agreement upon a breach or apprehended breach by the Transport Service Provider of the Company's policies relating to health, safety and environment or any breach of the terms of this Agreement by the Transport Service Provider . Parties agree and acknowledge that the issuance of a suspension order under this clause shall not amount to termination of this Agreement.
- 13.2 During the suspension period, the Company shall not be liable to make any payments of whatsoever nature, except the payment already due to the Transport Service Provider for Services provided prior to issue of suspension notice.

14. TERMINATION & SURVIVAL

- 14.1 Notwithstanding anything to the contrary contained herein, Company shall have the right to terminate, this Agreement or any specific Purchase Order(s) issued hereunder:
- 14.1.1. by giving a thirty (30) days prior notice to the Transport Service Provider without any cause or reason;
 - 14.1.2. by giving a thirty (30) days prior notice to the Transport Service Provider, if Transport Service Provider is unable to carry out its obligations by reason of Force Majeure Events and the Force Majeure continues for a period more than sixty (60) days;
 - 14.1.3. by giving a 24 hours' notice to the Transport Service Provider, in case Transport Service Provider's breach of/failure to comply with the Business Ethics and Code Of Conduct clause of this Agreement; or

14.1.4. by giving a 15 days' prior notice to the Transport Service Provider, if the Transport Service Provider is in breach of the representations and warranties provided to the Company under this Agreement.

14.2 Either Party may terminate all or part of this Agreement and/or Purchase Order(s), upon thirty (30) day's notice, as under:

14.2.1 by a written notice to the other Party, in case of any material breach of any terms of this Agreement by the other Party, if such defaulting Party has failed to remedy such breach within the thirty (30) day's notice period;

14.2.2 if a Party (a) ceases, or threatens (in writing) to cease, to function as a going concern or conduct its operations in the normal course of business, (b) 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, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;

14.3 EFFECTS OF TERMINATION

14.3.1 Upon termination of this Agreement or the specific Purchase Order(s), whether caused due to efflux of time or otherwise, both Parties shall be relieved of their respective rights and obligations under this Agreement or the specific Purchase Order(s), as the case may be, save such obligations and/or liabilities of the Parties set forth herein which:

- (i) the Parties have expressly agreed shall survive any expiration or termination, or
- (ii) by their nature would be intended to survive and remain in effect
- (iii) despite any such expiration or termination.

14.3.2 The modification or termination of this Agreement shall not affect the rights or obligations of either Party under any Purchase Order accepted by Transport Service Provider before the effective date of the modification or termination.

14.3.3 In the event of termination of a specific Purchase Order, the obligation of the Parties under other Purchase Order(s) shall not be affected. In this case, Company's liability and Transport Service Provider TSP's exclusive remedy will be limited to payment for Services supplied, in accordance with the terms of the Agreement and the applicable Purchase Order, prior to the termination and shall not include any other cost or expense.

14.4 SURVIVAL

14.4.1 Notwithstanding anything contained in this Agreement, termination of the Agreement by either of the Parties or expiry of the Agreement for whatever reason or amendment of the Agreement pursuant to *Clause 30 (Entire Agreement and Amendments)* shall be without prejudice to the accrued right of either of the Parties which it may have in law or the Agreement. Upon

termination or expiry both Parties shall be relieved of their respective rights and obligations under the Agreement save as such obligations of the Parties set forth herein which:

- a) the Parties have expressly agreed shall survive in the Survival Clause any expiration or termination, or
- b) by their nature would be intended to survive and remain in effect despite any such expiration or termination.

14.4.2 The Parties agree that the following clauses of this Agreement shall survive any termination or expiry of the Agreement and shall remain in full force and effect after such date:

- a) Clause 3 (Payments and Invoices),
- b) Clause 9 (Representations and Warranties),
- c) Clause 12 (IPR and Confidentiality),
- d) Clause 14.3 (Effects of Termination)
- e) Clause 14.4 (Survival)
- f) Clause 18 (Indemnities),
- g) Clause 19 (Limitation of Liabilities),
- h) Clause 22 (Dispute Resolution and Arbitration)
- i) Clause 23 (Governing Law)
- j) Clause 24.9 (Notices),
- k) Any other provision of the Agreement to the extent such survival is necessary to give effect to rights and obligations accrued prior to the termination or expiry.

15. ASSIGNMENT AND SUBCONTRACTING

15.1 ASSIGNMENT

- 15.1.1 Each Party agrees that it shall not assign, novate transfer, or otherwise convey or delegate any of its rights or obligations under this Agreement or any part hereof, to any third party, without the prior written consent of the other Party, with the exception of a successor in a merger, acquisition, or corporate reorganization of the assigning Party.
- 15.1.2 Notwithstanding the foregoing (a) the Company reserves the right to assign and novate this Agreement (in whole or in part), and all rights and obligations to any of its Affiliate; and (b) Company shall have the right to freely assign and novate this Agreement, upon written notice to the Transport Service Provider and such assignment or novation shall not require any consent from the Transport Service Provider.

15.2 SUBCONTRACTING

- 15.2.1 The Transport Service Provider is obligated to obtain prior written consent of the Company, which consent shall not be unreasonably withheld, before entering into an agreement with any subcontractor(s) to supply Services, directly or indirectly, to Company. The Transport Service Provider agrees and acknowledges that any additional cost or expenses that arises upon engaging the subcontractor shall be paid by the Transport Service Provider and the Company shall have no obligation to make any such additional payment.

- 15.2.2 At Company's request, Transport Service Provider shall provide information regarding the subcontractors' qualifications and a listing of the subcontractors' key personnel together with such other relevant document or information as the Company may require for verification of such sub-contractor. The Company shall have the right to reject any subcontractor basis its review of the documents and information. In the event, a subcontractor is rejected by the Company, the Transport Service Provider shall not engage with such subcontractor for the purpose of this Agreement.
- 15.2.3 Transport Service Provider shall indemnify, defend, and hold harmless Company from the actions or omissions of its subcontractors and their personnel. All subcontractors and their representatives and personnel must sign a non-disclosure agreement containing terms substantially similar to those set forth in this Agreement protecting Company's Confidential Information.
- 15.2.4 All of the contracts executed by the Transport Service Provider with its subcontractors, if any, for the supply of Services shall contain terms and conditions substantially similar to those contained in this Agreement and/or the applicable Purchase Order and shall specifically cover compliance with the Company's business ethics/anti-bribery and corruption policy, Transport Service Provider /vendor code of conduct and human rights policy. The Transport Service Provider shall ensure that such contract of the subcontractors protect and do not restrict Company's rights as set forth in this Agreement and/or in the applicable Purchase Order. It is clarified that, if the Transport Service Provider suffers any delay and/or incurs any cost on account of sub-contracting, the Transport Service Provider shall not be entitled to any extension of time or revision to the Price.

16 TRANSPORT SERVICE PROVIDER'S PERSONNEL

GENERAL

- 16.1.1 The Transport Service Provider shall, at its expense, provide and keep available for the Services, the Transport Service Provider's Personnel.
- 16.1.2 The Transport Provider shall ensure that the Transport Provider's Personnel shall be: (a) sufficient in number; (b) are experienced and qualified for the Services that they are required to carry out hereunder; and (c) will be suitably qualified and medically fit and certified, if necessary, to perform the tasks required to complete the Services.
- 16.1.3 In case any member of the Transport Service Provider's Personnel is expected, in the Company's sole opinion, to make significant technical contribution to the Services, the Transport Provider shall submit full particulars, in the form of a resume, of the qualifications and experience of such member to the Company prior to such member of the Transport Provider's Personnel starting any part of the Services. No such member may start any part of the Services unless the Company's written approval has been given. The Transport Provider shall submit resumes of any other member of the Transport Provider's Personnel assigned to the Services on written request by the Company.
- 16.1.4 The Company reserves the right to reject any member of the Transport Service Provider's Personnel, any time after the commencement of Services and replace, or procure the replacement of, such person with another person suitably qualified and acceptable to the

Company. The Transport Provider shall bear the costs of any such removal and replacement.

17. VICARIOUS LIABILITY OF TRANSPORT SERVICE PROVIDER

- 17.1 The TSP shall be vicariously liable for any acts, omissions, negligence, or misconduct committed by its drivers, khalasis (helpers), subcontractors, employees, or any other persons engaged in the performance of transportation services under this Agreement.
- 17.2 The TSP shall ensure that all personnel involved in the transportation service are adequately trained, compliant with statutory obligations, and adhere to ethical and professional standards.
- 17.3 In case of any loss, damage, theft, or liability arising from the acts of the TSP's personnel or subcontractors, the TSP shall be solely responsible for indemnifying the Consignor against all resulting financial, legal, or reputational damages.
- 17.4 The TSP shall ensure that any subcontracting arrangement for transportation services does not dilute its responsibilities and obligations under this Agreement, and it shall remain fully accountable for the actions of any third-party contractors it engages.

18. INDEMNITY

- 18.1 The Transport Service Provider ("**Indemnifying Party**") shall indemnify, defend, and at all times hold harmless the Company and its officers, directors, employees, agents, and Affiliates ("**Indemnified Party**") from and against any and all Losses arising out of and in connection with the Indemnifying Party's breach of the terms of this Agreement. Indemnity under this clause shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Indemnified Party may be entitled to.
- 18.2 Company shall have the right to retain / withhold, set-off any payment to be made to the Transport Provider, an amount sufficient to indemnify it completely against any such claims or Losses.

19. LIMITATION OF LIABILITY

- 19.1 In no event shall either Party or its officers, directors, employees, or Affiliates be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages, regardless of whether if such Party had been advised of the possibility of such damages and except for fraud, negligence, misrepresentation, misconduct, death or bodily injury, violation of law. The Company's aggregate liability under all claims arising in connection to this Agreement, shall not exceed the total consideration paid under the Agreement.

20. MOST FAVOURED CUSTOMER TREATMENT AND PRICING

- 20.1 During the Term, Transport Service Provider will offer its Services to Company at most favoured customer treatment and pricing. The most favoured customer pricing shall be reasonably determined by the Transport Provider by reference to recent (last 6 (six) months) sales arrangements with customers, resellers or project developers, as applicable, taking into account purchase volumes, regional market conditions, the geographic location of the projects, and the relative size and technology to be used.

- a. Transport Provider agrees that no other customer of similar services and scope is receiving or will receive prices, discounts, performance or terms better than those which are given to Company. Should Transport Provider enter into an arrangement with a third party to provide substantially the same services on terms which in their totality are more favourable to the third party than the terms specified in this Agreement, then Company shall have the right to convert the relevant terms in this Agreement to match all of the more favourable terms provided to the third party.
- b. Any price charged to Company in excess of prices offered by Transport Provider to any third party for similar Services, will promptly be refunded or credited to Company, and would be subject to the set-off rights of the Company contained in this Agreement.
- c. If Transport Provider does not provide such favourable terms or price to the Company, it shall be in breach of this Agreement and the Company shall have the right to terminate this Agreement without any additional cost or expense.

21. FORCE MAJEURE

- 21.1 The Party which is not able to perform its obligations under this Agreement ("Affected Party") due to a Force Majeure Event, shall notify the other Party, promptly of the occurrence of the Force Majeure Event. The Affected Party shall undertake reasonable endeavours, to mitigate and minimize the effect of the Force Majeure Event.
- 21.2 The Force Majeure Event shall have the effect of either extending and/or excusing performance of the Affected Party, for the said duration, except for any liability for payment of amounts due and payable under the Agreement and neither Party shall be, liable for any delay, or deemed to be in breach of this Agreement, if its failure to perform its obligations hereunder results from a Force Majeure Event.
- 21.3 If any Force Majeure Event continues for more than sixty (60) days , the Company may at its sole discretion decide to terminate this Agreement.
- 21.4 Force Majeure Exclusions: Force Majeure Event will expressly not include the following conditions:
 - 21.4.1 unavailability, late delivery or changes in cost of Services;
 - 21.4.2 failure, delay or increase in the cost of performance by any sub-contractor;
 - 21.4.3 seasonal weather conditions, or breakdowns in equipment;
 - 21.4.4 any labour unrest, strikes or civil unrest or any other event of the like nature caused by the Transport Provider's Personnel (which includes its sub-contractors and its personnel);
 - 21.4.5 economic hardship in the performance of any obligation set out in the Agreement or the Agreement becoming onerous to perform; and
 - 21.4.6 non-performance caused by, or connected with, the Affected Party's negligent or intentional acts, errors or omissions; failure to comply with Applicable Laws; or breach, or default under this Agreement.

22. DISPUTE RESOLUTION

- 22.1 Any claim, dispute or differences arising out of or relating to this Agreement including, *inter alia*, meaning, scope, operation or effect of this Agreement or the breach, termination, validity hereof (“**Dispute**”) shall be amicably settled by the Parties through negotiation, which will be undertaken by their respective authorized Representatives, who shall not be below the rank of a ‘head of department’.
- 22.2 If the Dispute is not conclusively settled within a period of 21 (twenty-one) days from the date of commencement of negotiations or any other period mutually agreed, the Dispute shall be exclusively and finally resolved by arbitration conducted by a arbitral tribunal comprising of a tribunal of three arbitrators in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996 (“Arbitration Act”) as amended from time to time and in force as on the date of commencement of the arbitration proceeding.
- 22.3 The arbitration shall be conducted by a tribunal comprising of 3 (three) arbitrators. Each Party shall appoint 1 (one) arbitrator each and the 2 (two) arbitrators so appointed shall mutually appoint the third presiding arbitrator. The seat and venue of arbitration shall be Udaipur, Rajasthan, India. The courts of Udaipur, Rajasthan, India shall have exclusive jurisdiction in connection with any Disputes arising out of or in connection with this Arbitration Agreement. The governing law of this arbitration agreement shall be Indian law. If the Parties fail to appoint their respective arbitrator within fifteen (15) days from the date of invoking arbitration under this clause, then the appointment shall be made in accordance with the relevant provisions of the Arbitration Act.
- 22.4 The language of the negotiation and arbitration proceedings shall be English.
- 22.5 The award made in pursuance of this clause shall be final and binding on the Parties. Each Party shall bear its own costs, expenses, fees and other charges with respect to the arbitration unless otherwise determined by the arbitral tribunal. The cost of arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the arbitral tribunal.
- 22.6 For the avoidance of doubt, it is hereby clarified that any negotiation or arbitration proceedings hereunder shall also be subject to the confidentiality and non-disclosure provisions contained herein.
- 22.7 Notwithstanding anything contained herein to the contrary it is clarified that the Services under the Agreement shall be continued by the Transport Provider during the arbitration proceedings unless otherwise directed in writing by the Company.

23. GOVERNING LAW

- 23.1 This Agreement shall be governed, construed, interpreted, and enforced in accordance with the laws of India without regard to conflict of laws principles. Subject to the Arbitration clause, the parties submit to the exclusive jurisdiction of the courts of Udaipur, Rajasthan, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

24. MISCELLANEOUS

24.1 AUDIT AND INVESTIGATION

- 24.1.1 In the event of a suspected default or to confirm a breach or unethical act by the Transport Provider, during the Term and for a period of three (3) years after the completion of the Term, the Transport Provider agrees that its books and records shall be subject to audit.

The Company's auditors shall have access to all books and records for the purposes of auditing and verifying any default or breach in accordance with the Agreement / Purchase Order.

24.1.2 In addition, if Company has a reasonable basis to believe that Transport Service Provider has taken or failed to take any action that may subject Company or its Affiliates to liability under any laws including the anti-corruption laws, Transport Service Provider agrees that Company shall have the right (but not the obligation) upon written notice to the Transport Provider, to conduct an investigation of Transport Service Provider to determine to Company's reasonable satisfaction whether any actions or failures to act on behalf of Transport Provider may subject Company to such liability.

24.1.3 The Transport Provider shall provide all the access and assistance to the Company's Representative including the Company's auditors at the cost of the Company to undertake the audit as set out above.

24.2 SEVERABILITY

24.2.1 If any provision of this Agreement is held by a court or arbitral tribunal of competent jurisdiction or under any Applicable Law to be illegal, invalid, or unenforceable, it shall be deemed to be severed from this Agreement and the Parties shall use all reasonable efforts to replace such provision with one which reflects the original intent of the ineffective provision, so that the economic position of the Parties is maintained as if the offending provision was valid. The remaining Agreement will remain valid and enforceable to the fullest extent possible.

24.3 WAIVER

24.3.1 No delay or omission by either Party to exercise any right or remedy provided by Applicable Law or under this Agreement, shall impair any such right or remedy or be construed as a waiver thereof. A single or partial exercise of a right or remedy provided by this Agreement or under Applicable Law shall not preclude any other nor restrict any further exercise of such right or remedy. No waiver of any provision or right under this Agreement shall be effective, unless provided in writing. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given.

24.4 RELATIONSHIP OF THE PARTIES

24.4.1 This Agreement is on a principal-to-principal basis. Both Parties shall at all times remain as independent contractors. Nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or employer-employee relationship between the Parties or any of their directors, officers, or employees. Neither Party has the authority to bind, contract, make commitments of any kind or incur any obligations or liabilities on behalf of the other Party. Each Party is responsible for the supervision, management, direction, employment, costs, and payment of compensation of its own employees. Under no circumstances shall Company be considered the employer of any Transport Provider's Personnel, nor shall Transport Service Provider have any right with respect to any employee of Company.

24.5 DATA PRIVACY

24.5.1 The parties shall ensure that all applicable data privacy and security obligations as prescribed by any law in India shall be strictly adhered to by both parties while handling any information including all obligations as per the Digital Personal Data Protection Act, 2023, Information Technology Act, 2002 and any rules thereof.

24.6 ENTIRE AGREEMENT AND AMENDMENTS

24.6.1 This Agreement comprises the complete and exclusive agreement between the Parties concerning the Confidential Information and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date. The terms and conditions set forth in this Agreement shall extend to each Purchase Order and Variation Order issued under this Agreement. Any variation or amendment of this Agreement will only be valid, if made in writing and duly signed by the authorised Representatives of the Parties.

24.7 COUNTERPARTS

24.7.1 This Agreement may be executed in any number of counterparts, whether in paper, facsimile or electronic form, each of which will be deemed an original of this Agreement, and which together will constitute one and the same instrument.

24.8 THIRD PARTY RIGHTS

24.8.1 The Parties to this Agreement do not intend that any term of this Agreement should be enforceable by any third party and/or there are no directly enforceable third party rights under the Contracts (Rights of Third Parties) Act 1999 (if applicable), except, Affiliates of Company are third party beneficiaries under this Agreement and are entitled to exercise all the rights of Company under this Agreement. These rights may be enforced either by the Affiliate or by Company on behalf of the Affiliate.

24.9 NOTICES

24.9.1 All notices, demands and requests under this Agreement shall be in writing, in English language and signed by or on behalf of the Party giving it. A notice may be delivered personally or sent by registered post, electronic mail, or a reputed national or international courier, to the address provided in this clause and marked for the attention of the person specified in this clause. A notice shall be deemed to have been received: (a) at the time of delivery, if delivered personally; (b) upon receipt of a valid delivery receipt from the intended recipient, if sent by electronic mail (with delivery receipt requested); (c) 2 (two) Business Days after dispatch, if sent within India, by courier, by the Party through a overnight delivery service; (d) five (5) Business Days, if sent internationally, after the time and date of posting, if sent by international courier; or (e) seven (7) Business Days after posting, if sent by registered mail (with certified mail receipt requested). A Party shall notify the other Party of any change to its details as set out in this clause, in accordance with the provisions of this clause. The addresses for service of notice are:

Company	Transport Service Provider
Attn: _____ Address: _____ E mail: _____ Copy to: Head Legal Email: <BU Notice tracker e-mail to be added>	Attn: _____ Address: _____ E mail: _____

25. BUSINESS ETHICS AND CODE OF CONDUCT

25.1 The Transport Service Provider confirms having read and understood the Code of Business Conduct & Ethics as well as Supplier Code of Conduct of Vedanta and the Company, a copy of which has been provided to the Transport Service Provider , and receipt of which is acknowledged hereby, and is also available at <https://www.hzlindia.com/about-hzl/code-of-conduct/> and which inter alia includes: (i) measures for prevention of corrupt practices, unfair means and illegal activities including compliance of Prevention of Corruption Act, 1988 and all other applicable anti-bribery and anti-corruption laws and regulations of India, Foreign Corrupt Practices Act, 1977 of USA and UK Bribery Act, 2010; (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, which inter alia prohibits the Transport Service Provider and its employees and associates from trading in the securities of the Company based on any 'Unpublished Price Sensitive Information'; (iii) the provisions for prevention of harassment and unfair treatment of persons, including provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, The Modern Slavery Act, 2015 (of UK) and the Company's Human Right Policy. The Transport Service Provider confirms having read the relevant regulations stated above and policies of the Company at the time of entering into this Agreement and undertakes to abide by the terms thereof to the fullest extent at all times and that it has formulated appropriate policies to ensure compliance with the same.

25.2 If at any time prior, during or post execution or performance of this Agreement, Transport Service Provider is faced with any undue demand, request for gratification or favour from any employee of the Company or a person connected with such employee, then the Transport Provider must report the same immediately to the Company.

25.3 The Transport Service Provider hereby declares and confirms that it does not have any conflict of interest with the Company, including any relationship or financial interest of any nature whatsoever, with the employees, managers, Transport Service Provider s, vendors, or stakeholders of the Company. In case conflict of

interest arises during the course of this Agreement, it should be immediately informed to the Company.

25.4 The Transport Service Provider undertakes that it shall not directly or indirectly, engage in any monetary or commercial transaction with any employee or Representative of the Company or offer or promise to give (directly or indirectly) any bribe, commission, or inducement to any of the employees, agents or Representatives, to influence them to perform any act or omission in relation to this Agreement. In case the Transport Service Provider comes to know of any such practice, it should be immediately informed to the Company.

25.5 In the event Company believes that the Transport Service Provider or the Affiliates, including the respective employees or Representatives of the Transport Service Provider is engaged in corrupt practices or is acting in contravention of the aforesaid provisions defined in this clause, Company shall have the right to take appropriate action, which may include the immediate termination of this Agreement in accordance with clause 10 (Termination).

25.6 The Transport Service Provider shall maintain detailed reports recording compliance with all the Acts, Rules, and other requirements mentioned under this clause, and shall be required to produce the same on demand of the Company and the Company may conduct audit of the same from time to time.

25.7 Prohibition of Insider Trading:

25.7.1 The Transport Provider acknowledges that during its engagement with the Company, it may have access to some unpublished price sensitive information of the Company, or some of the Confidential Information may qualify as unpublished price sensitive information that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by the Company. The Transport Service Provider undertakes that neither the Transport Service Provider nor its Authorized Representatives, shall, with respect to the Company's unpublished price sensitive information indulge in any insider trading activities and shall comply with the Applicable Laws, including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time ("SEBI Insider Trading Regulations"). Without limiting the generality of the above, the Transport Service Provider hereby agrees that, if the Transport Provider is exposed to any unpublished price sensitive information, the Transport Provider shall not trade or deal in the Company's securities, or cause any other person to deal in, trade in any securities, in contravention of the SEBI Insider Trading Regulations. The Transport Provider shall not give trading advice of any kind about the Company or disclose any material, non-public information to anyone else who might then trade; or recommend to anyone that they purchase, sell or deal in the Company's securities.

25.7.2 Without prejudice to the generality of Clause 20.7.1 above, the Transport Service Provider undertakes that the Company's unpublished price sensitive information

- (i) shall be used solely for the purpose for which it is being disclosed;
- (ii) shall be preserved and the secrecy of such information shall be maintained;
- (iii) shall not be disclosed to any unauthorized third party;
- (iv) shall be kept securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by deploying means similar to those being used to secure their own confidential information.

25.7.3 Transport Service Provider undertakes to notify the Company immediately upon becoming aware that any of the Company's unpublished price sensitive information has been disclosed to or obtained by an unauthorized third party.

26. SANCTIONS

26.1 Each party warrants that as of the date of signing the Contract, it or any entity or person that has direct or indirect control of fifty percent or more of its shares ("Beneficiaries") are not subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction, including without limitation the EU Consolidated list of persons, groups and entities subject to EU financial sanctions the U.S. Treasury Department Office of Foreign Assets Control list of U.S. Specially Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration of Company ("Sanctions").

26.2 Each party agrees that if at any time after the date of formation of the Contract it or any of its Beneficiaries become subject to any Sanctions, introduced after such date of signing of the Contract, which prohibit or restrict a party's performance of or rights under the Contract, or the performance of the Contract exposes such party, or creates a risk of such party being exposed, to any Sanctions, including, without limitation, any extraterritorial or secondary sanctions, the other party may suspend or terminate the Contract upon such Sanctions becoming effective.

IN WITNESS WHEREOF the Parties hereto have executed and delivered this Agreement as of the date first above written.

Company :

Transport Service Provider :

Signature:

Signature:

Name:

Name:

Designation: _

Designation:

Date:

Witness:

1. _____

2. _____

Date:

Witness:

1. _____

2. _____

ANNEXURE-V

VEHICLE & DRIVING STANDARD

VEHICLES AND DRIVING

All vehicles coming to HZL plant premises should follow below mentioned criteria for Vehicles as well as Drivers. If any vehicle is not fulfilling any of the criteria then it will not be allowed to plant premises.

NO-GO Criteria For Vehicles -

1. Seat Belt - Vehicle must have functional seat belts for all Seats & 3 Point Contact type seat belts for driver & helper.
2. Vehicle Fitness - Any vehicle contracted to HZL should be certified for fitness on Roadworthiness by RTO (in form 38). New vehicle having RC of less than 2 Year old not to produce any fitness certificate separately.
3. Tyre - All Vehicle must comply with HZL guidance on Tyre (should have depth of 1.6mm in the centre of the tyre)
4. Tractor Trolley – Tractor with trolley has been banned in HZL .Only Auger with Tractor will be allowed for plantation.
5. Retro-Reflective Tape – Retro- Reflective tape required in the vehicle (side/front & back) for easy identification of the vehicle.
6. Spark Arrestor - Any vehicles carrying flammable & explosive materials such petroleum products i.e. HSD, FO, tyre oil, propane gas etc.
7. Run Protection - Side Run (SU DP) & Rear Run (RU DP) Protection should be available in all HMV.
8. Third Axial Provision - Empty truck can have lifted third axial but loaded truck should have third axial on ground with running condition.
9. RC & Insurance Paper - Vehicle should have a valid RC copy along with Insurance Paper.
10. Reverse Horn - Vehicle must have working & audio-able reverse horn.
11. Indicators/ blinker & Head lights - Vehicles must have working indicators/ blinkers and Head lights.
12. Wiper at driver side - Vehicles must have working wiper on wind screen at Driver side.
13. Side Mirrors- Vehicles must have side mirror at driver & helper sides
14. Fire Extinguisher – LMV should have 1KG metal body and HMV should have 4KG metal body type Fire Extinguisher (IS 15683).
15. Disabled Triangle – All vehicles (LMV & HMV) should have disabled Triangle which has to be used during vehicle breakdown condition
16. First Aid Kit – All vehicles (LMV & HMV) should have one First Aid Kit for emergency Usage.

NO-GO Criteria For Drivers –

1. Seat Belt – Driver has to use Seat belt all the time whenever will be inside the vehicle
2. PPE - Safety helmet, safety shoes, Goggle & reflective jackets (except hazardous goods carrying vehicles)
3. Medical Fitness - All Vehicle drivers must have a medical fitness certificate confirming the parameters stipulated by HZL. Please refer to the Annexure-1.
4. Intake of Alcohol & Drugs - Drivers will not be allowed to drive vehicle found taking drugs/Alcohol.
5. Haz-Chem Training - All Drivers carrying Hazardous chemicals and/or material possess a valid training certificate on Haz-Chem from state Government approved institute or agency(after completion of CMVR training driving licences will be issued by RTO).Driver should have TREM Card with them.

ANNEXURE-VI

Drivers Medical Fitness Certificate – (Valid for 6 Months)(To be filled by a registered medical practitioner)

- ☐ Name of the Applicant : _____
- ☐ Name of the Applicant's Father : _____
- ☐ Age of the Applicant in years : _____
- ☐ Sex: Male / Female
- ☐ Address : _____
- _____
- _____
- ☐ Is the applicant ,to the best of your judgement, subject to Epilepsy, Vertigo ,or any other ailment or likely to affect his efficiency: _____
- ☐ Does the applicant suffer from any Heart or Lung Disorder which might interfere with the performance of his duties as a Driver : _____
- ☐ B.P : Systolic _____ Diastolic _____ mm/ Hg
- ☐ CVS : _____
- ☐ Respiratory System : _____
- ☐ Is there any defect of Vision : _____
- ☐ (i) Visual Acuity for Both eyes:
- ☐ Visual acuity (with or without glasses/contact lense /IOL/ Implantable contact lense)

Distant VisionNear VisionBetter EyeWorse EyeBetter EyeWorse Eye

(ii) Fundus

- (i) Any progressive pathological condition
- (ii) Vitreous or Chorio- retinitis
- (iii) Any Retinal disease in Diabetes, Hypertension, Atherosclerosis
- (iv) Corrected Myopia (including the cylinder) exceeding (-) 6D and Hypermetropia (+) 4D in each eye up to 35 years of age.
- (v) Corrected Myopia (including the cylinder) exceeding (-) 6D and Hypermetropia (+) 6D in each eye beyond 35 years of age.

(iii) Colour Blindness:

(iv) Night Blindness :

(v) Presence of Squint ;

(vi) Glaucoma

- ☐ Has the applicant possess any deformity or lost any of his limb which would interfere with the efficient Performance of his duties as a driver : _____
- ☐ Does he show any evidence of being addicted to the excessive use of an Alcohol, Tobacco, or Drugs : _____
- ☐ Is he in your opinion generally fit as regards
(a) Bodily Health _____ and (b) Eyesight _____
- ☐ Identification Marks : _____

In addition to the above questionnaire, I certify that to the best of my knowledge and belief the applicant is FIT / UNFIT to be employed as a Driver.

Name of the Medical Officer: _____

Designation: _____

Medical Registration No: _____ : State of Registration /MCI _____

MEDICAL OFFICER

(Signature and Seal of Doctor)

No-Go Criteria for commercial vehicle & driver and penalty provisions for violations

S. N.	Risk Category	Section	No - Go criteria for vehicle	Section (In Hindi)	No - Go criteria for vehicle (Hindi)	Action Plan	Penalty Value (Rs.)
1	High	Tyre	Tyre of all wheels including third axle should be in good condition with Wheel changing Tool Kit (Tyre should have depth of minimum 1.5mm)	टायर	तीसरे एल सहित सभी पहियों के टायर कील चिजंग टूल किट के साथ अतिथित म होने चाहिए (टायर में न्यूनतम 1.5 मिमी की गहराई होनी चाहिए)	Apart from penalty, vehicle will also be rejected at dispatching and receiving plants and cannot be allowed till necessary rectifications are made.	5,000/-
2		Third Axle	Empty truck can have 3rd axle up but loaded must have 3rd axle down	तीसरा धुरा (Third Axle)	खाली ट्रक में third एल ऊपरी थित म हो सकते हैं लेकिन लोड में third एल डाउन होना चाहिए		
3		Hand Brake	Hand brake in working condition	हड्डेक	हड्डेक काम करने की थित म होना चाहिए		
4		Head Lights	Both head lights should be in working condition (Dipper and High beam both)	हेड लाइट्स	दोनों हेड लाइट काम करने की थित म होनी चाहिए (डीपर और हाई बीम दोनों)		
5		Horn (Front and Reverse)	Audible Horn for front and reverse	हॉन (फ्रंट और रवस)	फ्रंट और रवस हॉन सुनाई देने योग्य होना चाहिए		
6		Fire Extinguisher	Dedicated 4kg (ISI mark) fire extinguisher & extinguisher should not be empty, pressure should be proper.	अग्नि शामक	समिपत 4 किग्रा (आईएसआई मार्क) अग्नि शामक और बुझाने का यंत्र खाली नहीं होना चाहिए, दबाव उचित होना चाहिए।		
7		EIP/Hazchem	Three side pasting of EIP (Emergency Information Panel) over Acid tanker, chemical, petroleum & hazardous vehicles	EIP/Hazchem	एसिड टैंकर, केमिकल, पेट्रोलियम और खतरनाक वाहनों पर ईआईपी (इमरजेंसी इंफॉर्मेशन पैनल) की तीन साइड चिपकाना अनिवार्य है		
8		TREM Card and MSDS	Chemical and hazardous vehicle should have TREM Card (Transport Emergency) & MSDS (Material Safety Data Sheet).	TREM कार्ड और MSDS	रासायनिक और खतरनाक वाहन में TREM कार्ड (परिवहन आपातकाल) और MSDS (सामग्री सुरक्षा डेटा शीट) होना चाहिए।		
9		Spark Arrestor	Any vehicle entering hydrocarbon area and carrying flammable material must have spark arrester as per government norms	स्प्रोक अरेस्टर	हाइड्रोकार्बन क्षेत्र में प्रवेश करने और ज्वलनशील पदार्थ ले जाने वाले किसी भी वाहन में सरकारी मानदंडों के अनुसार स्प्रोक ब्रेक होना चाहिए		
10	High	Under Run Protection (SUPD & RUPD)	Side under run and Rear under run protection must be available	रन ओटेन (SUPD & RUPD) के तहत	साइड अंडर रन और रियर अंडर रन ओटेन उपलब्ध होना चाहिए (RUPD & SUPD)	Apart from penalty, vehicle will also be rejected at dispatching and receiving plants and cannot be allowed till necessary rectifications are made.	6,000/-
11		Seat belt	3-point contact Seat belts for driver seat and helper should be available.	सीट बेल्ट	डाइवर सीट और हेल्पर के लिए 3-पॉइंट कॉन्टैक्ट सीट बेल्ट अनिवार्य है		
12		Wheel Stoppers	Use of wheel stoppers (with handle) by driver to avoid any line of fire incident and should be applied when vehicle is standing idle(plant premises including parking area).	व्हील स्टॉपर्स	किसी भी कार की घटना से बचने के लिए चालक द्वारा पहिया स्टॉपर्स (हड्डेक के साथ) का उपयोग तब किया जाना चाहिए जब वाहन खड़ा हो (पार्किंग क्षेत्र सहित संयंत्र परिसर)।		

13	Over speeding	Over speeding in Plant premises beyond the allowed speed limit	ओवर स्पीडिंग	अनुमत गति सीमा से परे स्पीडिंग की अनुमित नहीं है।	Warning letter to be issued to the Driver for overspeeding	5,000/-
14	Chassis	Inspection of chassis in respect to fitness	वाहन का चैसिस	फिटनेस के संबंध में चैसिस का निरीक्षण।	Vehicle to be blocked & penalty should also be imposed	10,000/-

15	Vehicle Key	Ignition key should not be kept in parked vehicle	वाहन चाबी	इंजन कुंजी को पाकट में नहीं रखा जाना चाहिए	Vehicle to be blocked for "one day" & penalty should also be imposed	5,000/-
16	Side Mirrors	Driver & passenger side mirrors	साइड मिरर	डाइवर और यात्री साइड मिरर उपलब्ध होने चाहिए और अक्षरों में होने चाहिए	Apart from penalty, vehicle will be allowed as one time inside plants and cannot be allowed again till necessary rectifications are made.	2,000/-
17	First Aid	First Aid kit with all contents with validity	पथिक किट	सभी सामानों के साथ पथिक किट उपलब्ध होनी चाहिए		
18	Retro Reflective Tape 3M	For easy identification at night	रेट्रो रीफ्लेक्टिव टेप	रात में आसानी से पहचान के लिए वाहन पर रेट्रो रीफ्लेक्टिव टेप चिपकाना चाहिए। पीछे की तरफ लाल सामानों की तरफ सफेद दोनो तरफ के चिह्न होना चाहिए।		
19	Side indicators and other sport lights	Rear, brake light, Fog lamps and side indicator lights should be in working condition.	साइड इंडिकेटर और अलर्ट लाइट	रियर, ब्रेक लाइट, फॉग लैंप और साइड इंडिकेटर लाइट्स काम करने की स्थिति में होनी चाहिए।		
20	Wiper	Wiper at both sides and should be in working condition	वाइपर	दोनों तरफ वाइपर और काम करने की स्थिति में होना चाहिए		
21	Vehicle Marker (Warning Triangle)	Vehicle should have two warning triangles for use in emergency	वाहन मार्कर (चेतावनी त्रिकोण)	आपातकाल में उपयोग के लिए वाहन में दो चेतावनी त्रिकोण होने चाहिए		

Penalty will be only one, either Rs.10,000/- or Rs.6,000/- or Rs. 5,000/ or Rs.2,000/- whichever is highest

S. N.	Risk Category	Section	No - Go criteria for Driver	Section (In Hindi)	No - Go criteria for Driver (In Hindi)	Action Plan	Penalty Value (Rs.)
1	High	Medical Fitness of driver	Correct and original Medical certification from Registered General Physician & Eye Surgeon.Valid certificate to be uploaded in TMS portal (as per the format circulated by HZL).	डाइवर की मेडिकल फिटनेस	पंजीकृत जनरल फिजिशियन और आई सजन से सही और मूल चिकित्सा मापन। वैध मापन पर टीएमएस पोर्टल (HZL द्वारा प्रचलित) पर अपलोड किया जाना है।	Reject and should not be allowed till necessary compliance, along with this penalty also will be imposed.	6,000/-
2		VDSS Induction training	Driver should be trained in VDSS induction training as per available content on portal and he should be aware about vehicle & driving safety.	VDSS इंडक्शन ट्रेनिंग	डाइवर को पोर्टल पर उपलब्ध सामग्री के अनुसार VDSS इंडक्शन ट्रेनिंग में शिक्षित किया जाना चाहिए और उसे वाहन और डाइविंग सुरक्षा के बारे में जानकारी होनी चाहिए।		
3		Haz Chem training	Driver must have endorsed for Hazardous chemical handling by driving licence issuing authority on their driving licence	खतरनाक रासायनिक हैंडलिंग प्रशिक्षण	चालक को अपने डाइविंग लाइसेंस पर डाइविंग लाइसेंस जारी करने वाले अधिकारी द्वारा खतरनाक		

				रासायनिक हडिलिंग के लिए मांणित िश ण होना चाहिए		
4	Improper PPE	Driver should wear proper PPE's (Safety Helmet Orange, High ankle Safety Shoes & Reflective jacket) and keep additional as per site requirement	बेहतर पीपीई	चालक को उचित पीपीई (से ी हेलमेट-ऑरेंज, हाई एं कल से ी शूज़ और रफले व जैकेट) पहनना चाहिए और साइट की आवश्यकता के अनुसार अतिर पीपीई रखना चाहिए	Impose penalty and to be allowed only with required PPE's	6,000/-
5	Smoking inside plant	Driver is not allowed to smoke inside the plant.	ॉंट के अंदर धू पान	चालक को संयं के अंदर धू पान करने की अनुमित नहीं है।	Penalty to be imposed	
6	Under influence of alcohol and mind altering drugs	Driver under the influence of drugs or alcohol and carrying of drugs/alcohol/Doda Chura in the premises	शराब और ड के भाव म	ड या अ ोहल के भाव म डाइवर और प रसर म ड / अ ोहल / डोडा चुरा ले जाना स विजत है	Penalty & Blocked in system	Penalty of Rs 25,000/- on respective transporter and Driver Blocked for one month

7	Unregistered Driver	Driver found un-registered, un-assigned with the vehicle or with fake D/L during checking	अपंजीकृत चालक	डाइवर चेकिंग के दौरान 1. डाइवर टीएमएस म अपंजीकृत िमला तो जुमाना 10000 / - । 2. यदि डाइवर TMS म पंजीकृत है और टॉसपोटर TMS म डाइवर को बदलना भूल गया है तो जुमाना 5000 / - पये होगा। 3. यदि डाइवर के पास वैध डाइविंग लाइसंस नहीं है तो जुमाना 25000 / - होगा।	Incident to be investigated by Security & Logistics	1. If driver is not registered in TMS then penalty will be Rs. 10000/- 2. If driver is registered in TMS and transporter forgot to change the driver in TMS then penalty will be Rs. 5000/- 3. if the driver is not having valid D/L then penalty will be Rs. 25000/-
8	Mobile phone use by Driver	Usage of mobile phone Strictly prohibited in HZL premises while walking/prohibited areas	चालक ारा मोबाइल फोन का उपयोग	HZL प रसर म मोबाइल फोन का उपयोग स विजत	Impose penalty and driver to be blocked for three days	6,000/-
9	Driver/helper sleeping under the parked vehicle	Sleeping under the parked vehicle is strictly prohibited	पाक िकए गए वाहन के नीचे सो रहे डाइवर / हे र	पाक िकए गए वाहन के नीचे सोना स विजत है	Impose penalty and driver to be blocked for seven days	25,000/-
10	Use of Seat belt	driver must wear seat belt while driving	सीट बे का उपयोग	डाइवर को सीट बे पहनना अनिवार्य होगा	Impose penalty and driver to be blocked for three days	5,000/-

Annexure-1

In case of any fraud/false certification/wrong uploading of documents in TMS Portal, If it is found in any document pertaining to vehicle and driver, penalty will be imposed on the transporter as mentioned below:

Important Note:- No penalty will be applicable if the transporter/driver can produce correct original document on the spot.

Sl. No.	Risk Category	Description of exception
1	High	On 1st default: Rs. 1 lac
2	High	On 2nd default: Rs. 2 lacs
3	High	On 3rd default: Rs. 4 lacs + blacklisting of vehicle & driver

**Only original documents should be uploaded in the system like Insurance/DL/RC/Permit/Vehicle fitness/Explosive/Hazardous license document/Medical certificate/Safety Certificate/3rd Party fitness certification for acid tankers/mention of wrong dates/validity etc.)

**Photocopy of any documents not accepted and any deviation in this regard will attract penalty as mentioned in above table.

**Wrong document uploaded, for eg. Permit uploaded instead of Insurance /* Any other discrepancy observed in uploaded documents.

Vehicle Breakdown

Penalty of Vehicle Tyre burst/Breakdown-Broken Dala Rod/Hook (pin)/Hydraulic cylinders/Pump/oil leakage/Floor Damage etc Inside the plant Including Parking area

Sl. No.	Risk Category	Exception Area	Description of exception			Action Plan	Penalty Value (Rs.)
1	High	In - plant	Vehicle Tyre burst*/Breakdown-Broken Dala Rod/Hook (pin)/Hydraulic cylinders/Pump/oil leakage/Floor Damage etc Inside the plant Including Parking area (any mechanical failure in engine or vehicle not starting or tyre puncture will not attract any penalty but vehicle should be removed from the plant within 24 hrs).			Penalty & Blocked in system till rectification is done	Immediate Penalty Rs 2,500 will be imposed in case of breakdown/ tyre burst of vehicle in Parking or Inside the Plant premises , Post 24 hours from issuance of mechanic gate pass (if Vehicle not repaired) penalty INR 5,000/- per day will be imposed, in addition to Rs 2,500.

Penalty on Vehicle Tyre burst will be applicable only if Tyre is in bad condition and no penalty if new tyre. bur

Acid Tanker

In case of any deviations in respect to acid tankers ,Penalty will be imposed on the transporter as mentioned below:

Sl. No.	Risk Category	Description of exception			Action plan	Penalty Value (Rs.)
1	High	Acid leakage from tanker				
2	High	Mismatch between specification mentioned in 3rd party issued certificate (Presently SGS) and actual status of acid tanker inspected in HZL premises			Penalty & Blocked in system till rectification is done as per the standards	Rs 20,000/- + respective transporter will bear the expenditure incurred by HZL to neutralize acid leakage inside or outside the plant premises + respective transporter will also be liable for consequential expenses arising out of any unfortunate incident

Bulkers

In case of any deviations in respect to Calcin bulker, Lime bulker, Fly Ash bulker & Cement bulker , Penalty will be imposed on the transporter as mentioned below:

Sl. No.	Risk Category	Description of exception			Action plan	Penalty Value (Rs.)
1	High	Valid Fitness Certificate for pressure Vessels (Hydrostatic test) from Govt certified Engineer (Competent person) certificate is valid for 2 years. Pressure vessel safety valve certificate as per Factory act 1948 under section 31, by govt certified engineer (Competent person).			Penalty & Blocked in system till rectification is done as per the standards	10,000/-

Vehicle Maintenance

In case of any deviations in respect to preventive maintenance , Penalty will be imposed on the transporter as mentioned below:

Sl. No.	Risk Category	Description of exception			Action plan	Penalty Value (Rs.)
1	High	A formal inspection and preventive maintenance system must be in place to ensure that vehicles are maintained in a safe and road worthy condition.			Penalty & Blocked in system if respective transporter fails to provide documents pertaining to structured maintenance schedule.	5,000/-

Work at Height (Unsafe Act)

In case of any deviations in respect to work at height (Unsafe Act) , Permit to work, Violation will attract penalty as mentioned below:

Sl. No.	Risk Category	Description of exception			Action plan	Penalty Value (Rs.)
1	High	Work at height - Driver and maintenance team of transporters strictly prohibited to work at height inside plant premises including parking area and Railway siding . Work at height violation is applicable for working without safety harness and proper anchoring with life line above 1.8 Mtrs. If it is a requirement by team maintenance of transporter to work at height , it is to be done by proper permit to work procedure.			Penalty & driver to be blocked in system for one week.	6,000/-

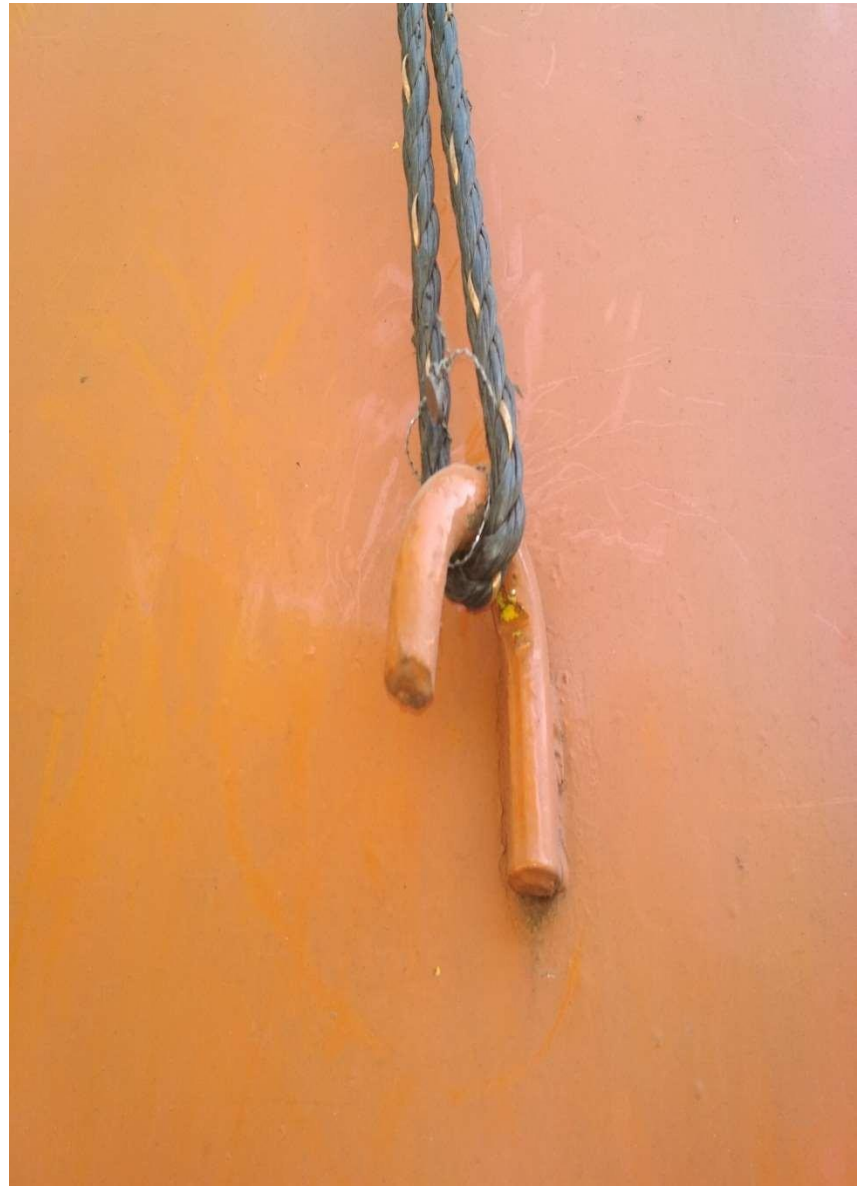
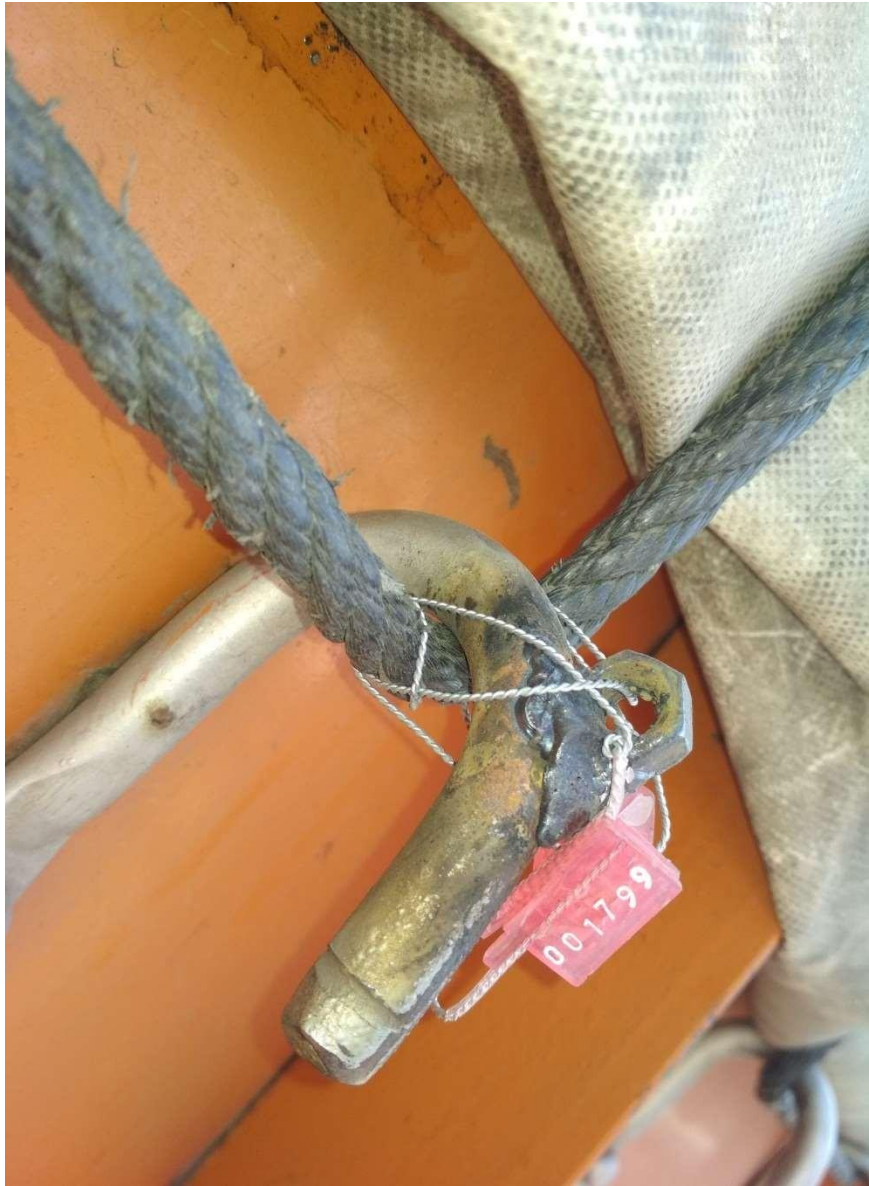
Property Damage by Vehicle

In case of any damages of HZL Assests inside the plant including Parking area, Recovery will be imposed on the transporter/Vendor as mentioned below:						
Sl. No.	Risk Category	Description of exception			Action plan	Recovery
1	High	Any damages to property of HZL assests by transporter vehicle in HZL premises including Parking area.			Recovery against damages to be borne by respective transporter/Vendor."Driver to be blocked for one week".	Rs.15000/- penalty and cost of actual damage as assessed by the user's department.
		Hydraulic Cylinder Jacks				
Hydraulic cylinder jacks in Concentrate dumpers as per the Specifications (Standard hydraulic cylinder jack mounting, Cylinder bracket is attached at bottom of dumper) of HYVA or WIPRO make						
Sl. No.	Risk Category	Description of exception			Action plan	Penalty Value (Rs.)
1	High	Non-standard hydraulic cylinder jacks (Cylinder bracket is attached at Top of dumper body) in concentrate dumpers- Not Accepted			Penalty & Blocked in system till rectification is done as per the standards and time line allowed	20,000/-
2	High	Toppling of dumper			Penalty & Blocked in system till rectification is done.	Rs 50,000/- + respective transporter will also be liable for consequential expenses arising out of any unfortunate incident

Annexure VIII - Sealing SoP

Sealing

&
Tarpaulin/Roping
Wrong way of sealing

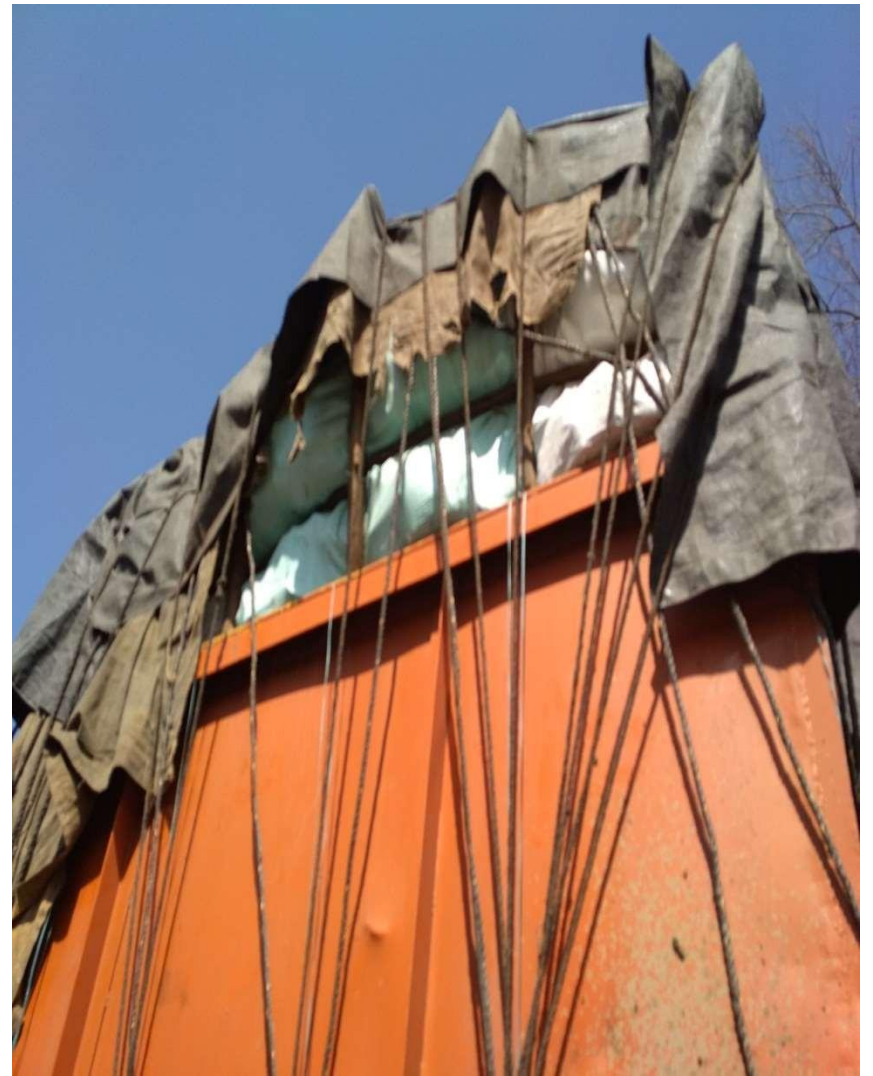


Right way of Sealing Inside the NUT and Tarpaulin



Tarpaulin & Roping Wrong

Roping Wrong Tarpaulin



Right way of tarpaulin & Roping



General Guidelines

- Wire seal should be passed through Hook bolt & Tarpaulin.
- Tarpaulin should cover over complete truck carrying body & it should be locked with wire seal.
- Rope should be tight & properly hook up. Seal No. & Number of seals should be mentioned on invoice or any packing list.
- There should not be any material to be transported in cabin ,upper side of cabin and other area of truck not meant for same.



Supplier Code of Conduct



Vedanta Supplier Code of Conduct

This Supplier Code of Conduct is applicable to all 'Suppliers' globally. 'Supplier' here refers to suppliers/ service providers/ vendors/ traders / agents/ consultants/ contractors/ joint venture partners/ third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kinds of goods or services to Vedanta Resources Plc or any of its subsidiaries, affiliates, divisions ("Vedanta").

This Code sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with Vedanta. This Code embodies Vedanta's commitment to internationally recognized standards, including the Core Conventions of the International Labour Organization, United Nations' Universal Declaration of Human Rights as well as prevalent industry standards, and all other relevant and applicable statutory requirements concerning Environment Protection, Minimum Wages, Child Labour, Anti-Bribery, AntiCorruption, Health and Safety, whichever requirements impose the highest standards of conduct.

▪ **LABOUR & HUMAN RIGHTS**

Adhering to all Labour Laws and Human Rights Laws, Suppliers shall:

- Comply with all applicable local, state and national laws regarding human rights.
- Comply with the Company's Human Rights Policy.
- Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.
- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.



Vedanta Supplier Code of Conduct

- Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.
- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly;
- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.

▪ **HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY**

- The Supplier shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.
- Supplier shall follow all Environmental, Health and Safety and other operational policies of the Company while executing any work or contract at the company site.
- Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

▪ **BUSINESS INTEGRITY**

Anti-Bribery: The Supplier shall not, directly or through intermediaries, take any recourse to any unethical behaviour (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including with any employee of Vedanta. More specifically:

- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and Prevention of Corruption Act of India.



Vedanta Supplier Code of Conduct

- Shall not take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with Vedanta.
- Shall not enter into a financial or any other relationship with a Vedanta employee that creates any actual or potential conflict of interest for Vedanta. The Supplier is expected to report to Vedanta any situation where an employee or professional under contract with Vedanta may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.
- Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.

Unfair Trade Practices: Supplier shall desist from any unfair or anti-competitive trade practices.

▪ **REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM**

The Supplier shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.

Suppliers shall also forthwith report any unethical activity or discrimination if practiced by any Vedanta employee/other Suppliers as per Vedanta whistle-blower policy (uploaded on the company website).

▪ **INTELLECTUAL PROPERTY**

The Supplier shall take appropriate steps to safeguard and not infringe any Vedanta confidential and proprietary information/intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with Vedanta. In case of sub-contracting, sharing of confidential information should be made with the consent of Vedanta.

▪ **THIRD PARTY REPRESENTATION**



Vedanta Supplier Code of Conduct

The Suppliers shall not be authorized to represent Vedanta or to use Vedanta's brands without the written permission of Vedanta. Third parties and their employees who are authorized to represent Vedanta are expected to abide by the Vedanta's Code of Conduct & Business Ethics Policy in their interaction with, and on behalf of Vedanta including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information.

▪ **PROHIBITION ON INSIDER TRADING**

If the Supplier becomes aware of material, non-public information relating to Vedanta or its business, it may not buy or sell Vedanta securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Supplier becomes aware of material, non-public information about any other company, including Vedanta customers, suppliers, vendors or other business partners, that is obtained by virtue of the supplier's interaction with Vedanta, then the Supplier shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.



Vedanta Supplier Code of Conduct

▪ **SUPPLIER'S COMPLIANCE COMMITMENT**

Vedanta expects the Supplier to adhere to all applicable laws and regulations and in particular comply with this Code in letter and spirit. It is the Supplier's responsibility to read and understand the contents of this Code and Vedanta's Code of Conduct & Business Ethics Policy. As a condition of doing business with Vedanta, the Supplier must comply with this Code and agree to uphold such values during its business association with Vedanta.

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and allow access to Vedanta to check compliance upon request with reasonable notice.

The Supplier shall notify Vedanta regarding any known or suspected improper behaviour by the Supplier relating to its dealings with Vedanta, or any known or suspected improper behaviour by Vedanta employees.

Please contact the concerned Head commercial/ Company Secretary if you have any questions about this Code.

December, 2016