

HINDUSTAN ZINC LIMITED

YASHAD BHAWAN,
Near Swaroop Sagar,
UDAIPUR-313004, Rajasthan

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

Tender No. HZL//CHA/24-25/01

Date: 06.07.2024

Last Date of Submission 15th July 2024

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 one 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 Bhawan, 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 one year from the date of Contract**3) Scope of Work :**

The scope of work shall include watch and ward, security, forwarding, transportation,



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delivery and End to end guarantee of Non coking coal imported by Hindustan Zinc Limited **with annual estimated Quantity of 1.2 Million Tons with bifurcation of Total Quantity as 3:2:1**(HZL reserve all rights for altering qty at each port based on HZL requirement) to its Chanderiya Lead Zinc Smelter at Chittorgarh, Dariba Smelting Complex at Rajsamand & Zawar CPP, Zawar Mines at Udaipur (hereinafter named as “HZL 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 HZL shall be done by Contractor.
- 2.1.6. Mode of handling vessel for Both HZL vessel and stock and sale parcels as stated below

Port	Full/Part vessel import (Discharge to Plant receipt)	Cash & Carry (spot buying) Dispatch to HZL 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

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:

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 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 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 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 & 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. 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 single plant dispatch, 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 90.36/L. The diesel price will be basis Jaipur 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 0.30% 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

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DARIBA CPP
P.O DARIBA MINES
DIST. RAJASMAND – 313211

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 2 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.
- 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

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 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 every 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 for both HZL Vessel and Stock and sale parcels.
- 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 at individual port wise and type of handling wise i.e HZL vessels wise and stock and sale parcel wise**. However individual vessel reconciliation will be made & HZL will reserve right for holding payment based on provisional penalty, if any vessel left other than 3 vessel reconciliation, reconciliation will be made separately.
- 9.12. In our shipment to Mundra, Kandla, Dahej, Salaya, Navlakhi & 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. For cash and Carry (stock and sale parcel) reconciliation will be made Dispatch Quantity and Quality Vs HZL plant receipt Quantity and Quality.



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 form 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 if 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 contract, 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 of 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, un-authorizing 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 nonuse 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

ANNEXURE III

STANDARD TERMS & CONDITIONS

1. TAXES AND DUTIES

1.1. Definitions

For the purposes of this Clause 1 (Taxation):

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;
- (c) "Goods & Services Tax" or "GST" shall include Central Goods & Service Tax ("CGST"), State Goods & Service Tax ("SGST"), Integrated Goods & Service Tax ("IGST"), Union Territory Goods & Service Tax ("UTGST") & GST Compensation Cess.

1.2. Person Responsible for payment of Taxes

1.2.1. General

Except as may be expressly set out in this Agreement, the Service Provider shall be responsible for:

- (a) the payment of all Taxes now or hereafter levied or imposed on the Service Provider or its sub-contractors or on the personnel of the Service Provider or its sub-contractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Service Provider or its sub-contractors (hereinafter referred to as "Personal Income tax");
- (b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Service Provider or its sub-contractors (hereinafter referred to as "Corporate Income tax");
- (c) the payment of all GST now or hereafter levied or imposed by any Government Authority on the supply of goods or services, if any, provided to the Company by the Service Provider or its sub-contractors ;
- (d) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, sold to the Company by the Service Provider or its sub-contractors (hereinafter referred to as "Sales tax/VAT/CST");
- (e) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, manufactured by the Service Provider or its sub-contractors for sale to the Company

(hereinafter referred to as "Excise Duty");and

- (f) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Service Provider or its sub-contractors as a result of the performance of this Agreement.

1.2.2. Exception to General:

Prior to commencing the Services, the Service Provider shall notify the Company whether or not it has Fixed Establishment in India. If the Service Provider notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Service Provider under this Agreement shall be paid by the Company directly to the relevant Government Authority.

1.2.3. Reimbursement of Taxes to the Service Provider

It is acknowledged that responsibility for payment of Taxes to the Government Authority will be governed as per clause 1.2.1 and 1.2.2, the Service Provider will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Agreement.

1.2.4. Pricing

The Parties agree that details of Taxes included in, or excluded from, the Service Provider's prices and/or rates shall be as stated in the Compensation Schedule to the Agreement and nothing in this Clause 1 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

1.3. Withholding taxes and Withholding certificates

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

- 1.3.2. The Company shall provide the necessary withholding tax certificates to the Service Provider within the time stipulated by the relevant law to enable the Service Provider to file the same with the Government Authority as a proof of payment of such taxes.

1.4. Person Responsible for filing of returns / information to Government Authorities

- 1.4.1. The Service Provider shall be responsible for filing

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all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax, GST, Sales tax and Excise Duty) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

1.4.2. The Service Provider shall also ensure that its sub-contractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested by the relevant Government Authorities.

1.4.3. The Company, with respect to the tax withheld from the Service Provider in accordance with Clause 1.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

1.5. **Company's rights, if treated as representative assessee by Government Authorities**

In certain situations, a Government Authority may treat the Company as the representative assessee of the Service Provider and/or its sub-contractors and recover the Taxes due to the Government Authority by the Service Provider or sub-contractors from the Company. In such situations, the Company shall have the following rights:

- (a) The Company shall be entitled to recover from the Service Provider, the Taxes paid on behalf of the Service Provider or its sub-contractors (together with any costs and expenses incurred by the Company in connection therewith) or to retain the same out of any amounts to be paid to the Service Provider or its sub-contractors that may be in its possession (whether due under this Agreement or otherwise) and shall pay only the balance, if any, to the Service Provider; and
- (b) If the Company is required to furnish any details or documents in such capacity, the Company shall request the details or documents to be furnished to it by the Service Provider and the Service Provider shall immediately furnish the same to the Company. If the Service Provider fails to comply with the foregoing, any penalty/interest levied on the Company for non-filing or late filing of details or documents in this regard shall be recoverable from the Service Provider.

1.6. **Indemnity**

The Service Provider shall defend, indemnify and hold the Company Group harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any Taxes which may be levied or imposed on the Service Provider or its sub-contractors by any Government Authority arising out of or in connection with the performance of this Agreement.

1.7. **Changes in Law**

If, after the date of execution of this Agreement, there is any change in law which results in a change in the rate of any Tax included in the Service Provider's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Service Provider of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Service Provider's final invoice under this Agreement) notify the other Party that such change in law has arisen; and
- (b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and
- (c) the provisions of this Clause 1.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

1.8. **GST Compliances by Service Provider**

1.8.1. Notwithstanding anything contained hereinabove, the Service Provider shall strictly and in a timely manner, adhere to and undertake all acts, omissions and compliances required under the applicable GST laws to ensure that the Company is able to avail the Input Tax Credit/set off/rebate/refund of the GST (along with cesses and surcharges, if relevant) as applicable on the Services or any supplies if applicable made by the Service Provider under this Agreement to the fullest extent possible under law. In this regard, without limiting the generality of the foregoing obligation in any manner whatsoever, Company reserves the right to specify to the Service Provider, particulars including but not limited to the following:

- (a) whether Service Provider should charge IGST or CGST-plus-SGST;
- (b) GST registration number of the Company;
- (c) whether the Service Provider should be responsible to generate the E-Way Bill;
- (d) the format of invoices/credit and debit notes/advance receipt vouchers;
- (e) the requirement for maintenance of a 'GST compliance rating score' above a specified threshold; etc. and
- (f) the relevant timelines for such compliances based on the applicable GST laws.

1.8.2. The Service Provider acknowledges that any failure in the foregoing obligations (including undertaking the ones specifically instructed by the Company, if any) can cause significant losses to the Company in the form of loss of GST credit, statutory interest liability on such credit loss (under applicable GST laws) and adverse impact on the 'GST compliance rating score' and thus, undertakes to carry out this foregoing obligation with sincerity, due diligence and without any delay or demur.

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1.8.3. The Parties agree that the Company reserves the right to reimburse the GST component on supplies received only when the corresponding credit has become available in the electronic credit ledger of the relevant GST registration of Company.

1.8.4. Without prejudice to any other indemnification obligation under this Agreement, the Service Provider agrees to, at all times, to hold harmless and indemnify Company from and against all claims, liabilities, expenses, proceedings, costs and losses that may be suffered or incurred by Company which may arise out of or in connection with any failure by the Service Provider to adhere to its obligations including but not limited to its obligations under clause 1.8.1 above. In this regard, the Service Provider also hereby indemnifies Company from any costs, claim or liability arising out of any claim or action or omission by any employee or consultant or agent or outsourced staff or sub-contractors of the Service Provider.

2. STATUTORY COMPLIANCES/LICENCES

2.1 The Service Provider shall be solely liable for statutory compliance in respect of all applicable laws of land which inter-alia includes central/state labour laws and regulations/rules made thereunder including but not limited to Compliance of provisions of Agreement Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979. The Service Provider shall be solely responsible for maintenance of records and filing of various forms/returns prescribed under all applicable Central/State labour laws and regulations/rules made thereunder in respect of employees employed by it.

2.2 The Company shall be entitled to deduct/adjust from amount payable to the Service Provider any dues, wages, compensation on accident or death, expenses paid by the Company in compliance with the applicable laws, in respect of employees of the Service Provider.

3. INSURANCE

3.1 The Service Provider shall effect and maintain with a reputed insurance company a policy(ies) of insurance providing an adequate level of cover in respect of all risks which may be incurred by the

Service Provider, arising out of the Service Provider's performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Term of the Agreement.

3.2 The Service Provider shall hold employer's liability insurance in respect of its employees/personnel in accordance with any legal requirement from time to time in force.

3.3 The provisions of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Agreement.

3.4 The Service Provider shall also take third party liability insurance and surrounding property damage insurance. In case of any loss or damage, the Service Provider shall lodge and settle the claim with the insurance company.

3.5 The Service Provider undertakes that such insurances shall contain waivers of any rights of recourse including, in particular, subrogation rights against the Company arising out of or in connection with the performance of this Agreement to the extent of liabilities assumed by the Service Provider hereunder;

3.6 It is the sole responsibility of the Service Provider to place and transport the Company consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All Company consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Service Provider's account.

3.7 In case of accident, the Service Provider will initiate action in accordance with the instructions of the Company as well as its internal procedures / documentation required, requirements of insurance company, with which the Service Provider has familiarised himself prior to the commencement of this Agreement.

3.8 The Service Provider will be responsible for providing a damage certificate, police FIR, spot survey report, photographs, final investigation report etc. and any other document or support as may be required by the insurance company.

3.9 The Service Provider will be responsible for providing a fit truck to salvage the product from the

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- accidental truck and deliver the goods to the Company/consignee at its cost.
- 3.10 Recovery for any product loss from the Service Provider will be made at equivalent to differential loss suffered by the Company in case the loss to the Company is not fully compensated by the insurance agency. The freight amount of the said truck shall be paid only after settlement of the insurance claim.
- 3.11 The Service Provider is responsible for safe delivery of the Consignment at the destination. While transporting hazardous chemicals, Service Providers must comply with the requirements of safety instructions as per Motor Vehicle Act, 1989 and subsequent amendments and take adequate measure for emergency preparedness. Any failure in this regard during the term of the Agreement is liable for termination of the Agreement.
- 3.12 Notwithstanding anything contained above the Company may arrange insurance of the consignment. But, that will not in any way absolve the Service Provider from compensating Company /Consignee in case of damage / loss.
- 3.13 If the Company has insured the goods/consignment being transported by the Service Provider, then it shall lodge its claim on the insurance company for the losses suffered by Company due to non-delivery in time/accident etc. resulting damage to the goods/consignment and the same shall be payable by Insurance company to Company. The Company on receipt of its claim amount from the insurance company shall have the liberty to surrogate its rights of recovery in favour of insurance company for recovering the amount from the Service Provider. Without prejudice to above, the Service Provider is responsible to make good of loss if any suffered by Company due to non-payment by the insurance company.
- 4 WARRANTIES AND REPRESENTATION**
- 4.1 The Service Provider represents and warrants that:
- (i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to perform the services as detailed in the Scope of Services above and as may be necessary to perform the Services hereunder in a professional manner.
- (ii) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.
- (iii) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.
- (iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.
- (v) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.
- (vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.
- (vii) it shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.
- (viii) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business, more particularly for the Services;
- (ix) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including limited right of use of those owned by any of its vendors, affiliates or sub-contractors) which it provides to the Company, for use related to the Services, and that any IPR provided by the Service Provider shall not infringe the IPR of any third party;
- (x) The Service Provider represents that there is no inquiry/ investigation pending by the Police against the Service Provider or its employees. The Service Provider undertakes that it will confirm at his own cost and expense and shall comply in all respect with the provisions of all Statutes Rules and Regulations or Schemes or Directions or Orders either of the State or the Central Government, or of other local authorities or Judgments or decrees of any description or any modification thereof passed by any competent authority or body or Court as applicable to the Service Provider and /or to the Service Provider's employees;

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- (xi) The Service Provider shall be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll charges or entry Taxes payable locally and the Service Provider accordingly indemnifies Company against all such liability.
- (xii) The Service Provider has sufficient resources available to respond to emergencies/ incidents, which may occur along established transportation routes. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. Company shall have no liability whatsoever.

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

5 ETHICS

5.1. The Service Provider shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.

5.2. The Service Provider shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf.

5.3. The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this

Agreement.

OR

5.3 The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-Bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

The Service Provider acknowledges and agrees that the Company is subject to the Modern Slavery Act 2015. In performing its obligations under the Agreement, the Service Provider represents and warrants that neither the Service Provider nor any of its employees performing the Services:

- (a) have been convicted of any offence involving slavery and human trafficking;
- (b) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
- (c) shall indulge in performance of any activity of slavery of human trafficking;

During the course of this Agreement, the Service Provider shall promptly notify the Company as soon as it becomes aware of:

- i. an act which may lead to the Company being in any breach, or potential breach, of the Modern Slavery Act 2015; or
- ii. any actual or suspected act of slavery or human trafficking in connection with this Agreement.

5.4. The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under this clause.

5.5. The Company shall have a right to initiate "audit proceedings" against the Service Provider to verify compliance with the requirements under this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Service

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Provider shall extend full cooperation for smooth completion of the audit mentioned herein.

5.6. Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination in case, it is found that the Service Provider has failed to comply with requirements under this clause including any corrupt practices. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider

5.7. If at any time during execution or performance of this Agreement the Service Provider becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Service Provider must report the same immediately to the Group Head-Management Assurance at the following address: Group Head – Management Assurance, Vedanta, 75 Nehru Road Vile Parle (E), Mumbai 400 099 'Complaints' can also be sent to the designated e-mail id: hzi.whistleblower@vedanta.co.in

SUSPENSION

6.1 Suspension due to default

The Company shall have the right, without cause, at any time to require the Service Provider to suspend the Services (or part thereof) under this Agreement on giving notice to the Service Provider. Such notice shall include an estimate of the duration of the period of suspension (the "Suspension Period"). The Services (or relevant part thereof) shall resume at the end of the Suspension Period or at such other date as the Company may by notice in writing to the Service Provider specify.

6.1.2 During the Suspension Period pursuant to Clause 7.1.2, the Company shall pay the Service Order in accordance with the applicable provisions of Compensation Schedule, or in the absence of any such provisions the Service Provider shall be entitled to a variation.

6.2 Suspension due to default

6.2.1 If the Service Provider is in breach of any of its obligations under this Agreement (including, without limitation, any breach of Health Safety and Environment Policy, the Company shall, subject to Clause 6.2.2, be entitled to immediately suspend the Services (or part thereof) by written notice to the Service Provider until such

time as such breach has been remedied by the Service Provider, in which case no rates or other amounts shall be payable to the Service Provider in respect of such period of suspension.

6.2.2 Except in the case of a breach which in the reasonable opinion of the Company is likely to endanger the safety of any persons or property, the Company shall, prior to issuing any suspension notice pursuant to Clause 6.2.1, notify the Service Provider of the breach. Following receipt of such notice, if the Service Provider fails to immediately commence and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction, the Company may issue the suspension notice pursuant to Clause 6.2.1.

6.3 Procedure following Suspension Notice

Following receipt of a notice to suspend the Services, the Service Provider shall discontinue the Services (or relevant part thereof) and follow any specific requirements of the Company with regard to the safety of the Services during any period of suspension Company.

7. DEFAULT AND TERMINATION

Company may immediately terminate this Agreement as under:

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

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

(iii) if any circumstance of Force Majeure continue for a period more than 60 days, then Company may by giving notice in writing, terminate this

Hindustan Zinc Limited

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Tel.: (91-294)6604000-02, Fax: (91-294) 2427739

CIN: L27204RJ1966PLC001208 www.hzindia.com

Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Parties accrued prior to the date of such termination.

7.2 Without prejudice to its other rights and claims whatsoever against the Service Provider, the Company may terminate this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Service Provider fails to obtain any approval required under the terms of this Agreement.

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

7.4 In the event of termination of all or part of this Agreement for any reason, the Company's sole liability to the Service Provider in respect of such termination shall be to make payment of the Fees properly due under this Agreement up to the date of termination.

8. LIMITATION OF LIABILITY

7.1 EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER AGREEMENT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.

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

9. FORCE MAJEURE

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9.1 Neither party shall be liable for any delay or failure in the performance of this Agreement due to (i) act of God such as fire, flood, earthquake or like natural calamity, and (ii) war, riots or civil commotion if they impede the performance of the Agreement or make performance unreasonably onerous, provided that such material and adverse effect could not have been prevented, overcome or remedied by the affected Party through the exercise of diligence and reasonable care ("Force Majeure Events").

9.2 Force Majeure Events shall specifically not include – (i)unavailability, late delivery, or changes in the cost of the machinery, equipment, materials, spare parts or consumables; (ii) prevailing weather conditions in the Block, including during monsoon periods; (iii) failure or delay in performance by any Sub-contractor; and (iv) normal wear and tear or flaws in materials and equipment or breakdowns in equipment. (v) any labour unrest/strikes or any other event of the like nature caused by the Service Provider shall not be considered as a force majeure occurrence

9.3 The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay but not later than 15 days, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay. If the said notice is not received by the other party within fifteen (15) business days, after the party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non-receipt.

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

9.5 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately but not later than three (3) business days give notice thereof to the other party.

10. INDEMNITY

10.1 The Service Provider shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any taxes, levies, costs and charges which may be levied or imposed on the Service Provider or its sub-Service Providers by any Government Authority arising out of or in connection with the performance of this Agreement.

10.2 The Service Provider shall be liable for and shall defend, indemnify and hold the Company harmless from and against and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any breach, infringement (whether actual or alleged) of Confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this Agreement by the Service Provider.

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

11. **ARBITRATION**

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

(i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the

presiding arbitrator selected by the nominated arbitrators.

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

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

11.2 It is clarified that the Services under the Agreement shall be continued by the Service Provider during the arbitration proceedings unless otherwise directed in writing by the Company

12. **APPLICABLE LAW AND JURISDICTION**

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

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

13. **SET OFF**

13.1 Only the Company may at any time without notice to the Service Provider set off any liability of the Service Provider to the Company against any liability of Company to the Service Provider (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to Company under this Agreement or otherwise.

14. **CONFIDENTIALITY**

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

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- with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless other required by law, not to be disclosed without the consent of other Party to anyone other.
- 14.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.
- 14.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.
- 15. MISCELLANEOUS PROVISIONS**
- 15.1 **Entire Agreement:** This Agreement along with addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise. No terms or conditions endorsed upon, delivered or contained in Service Provider's quotation, acknowledgement or acceptance of the Agreement, specification or similar document will form part of the Agreement and Service Provider waives any right it otherwise might have to rely on such terms and conditions. No variation to any terms or conditions of this Agreement shall be valid unless expressly agreed in writing by both parties.
- 15.2 **Severability:** If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.
- 15.3 **Counterpart:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument
- 15.4 **Relationship:** This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.
- 15.5 **Notices:** Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post, by hand delivery or by email to the address of the addressee as shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch, if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post and if sending by email, the notice shall be deemed to have been received by the Party at the time of receipt on the receiver's email provider. If the email is received after the normal business hours of the Company, it will be deemed to have been received only at the next business hour.
- 15.6 **Non-Waiver/Exercise Of Right:** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.
- 15.7 **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns
- 15.8 **Assignment:** Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.

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- 15.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.
- 15.10 Validation: This Agreement shall come into effect when authorized representatives of both Company and Service Provider execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by Company and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.
- 15.11 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.
- 15.12 Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties

management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.

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

- 15.14 THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER. ORDER ACKNOWLEDGEMENT BY THE SERVICE PROVIDER SHALL COVER ACKNOWLEDGING THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN AS WELL.**

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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 (SUDP) & Rear Run(RUDP) 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 Vision**Near Vision**Better 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 एक्सल सहित सभी पहियों के टायर व्हील चेंजिंग टूल किट के साथ अच्छी स्थिति में 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 एक्सल ऊपरी स्थिति में हो सकते हैं लेकिन लोड में third एक्सल डाउन होना चाहिए		
3		Hand Brake	Hand brake in working condition	हैंड ब्रेक	हैंड ब्रेक काम करने की स्थिति में 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 स्थिति में होनी चाहिए (डीपर और हाई बीम दोनों)		
5		Horn (Front and Reverse)	Audible Horn for front and reverse	हॉर्न (फ्रंट और रिवर्स)	फ्रंट और रिवर्स हॉर्न सुनाई देने योग्य होना चाहिए		
6		Fire Extinguisher	Dedicated 4kg (ISI mark) fire extinguisher & extinguisher should not be empty, pressure should be proper.	अग्निशामक	समर्पित 4 किग्रा (आईएसआई मार्क) अग्निशामक 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 Arrester	Any vehicle entering hydrocarbon area and carrying flammable material must have spark arrester as per government norms	स्पाक अरेस्टर	हाइड्रोकार्बन क्षेत्र में प्रवेश करने और ज्वलनशील पदार्थ ले जाने वाले किसी भी वाहन में सरकारी मानदंडों के अनुसार स्पाक बन्दी होना चाहिए		
10	High	Under Run Protection (SUPD & RUPD)	Side under run and Rear under run protection must be available	रन प्रोटेक्शन (SUPD & RUPD) के तहत	साइड अंडर रन और रियर अंडर रन प्रोटेक्शन 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	ड्राइवर सीट और हेल्पर के लिए 3-पॉइंट कॉन्टेक्ट 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 प्रकार की घटना से बचने के लिए चालक द्वारा पहिया स्टॉपर्स (हैंडल के साथ) का उपयोग तब किया जाना चाहिए जब वाहन खड़ा हो (पार्किंग क्षेत्र सहित संयंत्र परिसर)।	Warning letter to be issued to the Driver if vehicles is parked without wheel stopper	
13		Over speeding	Over speeding in Plant premises beyond the allowed speed limit	ओवर स्पीडिंग	अनुमत गति सीमा से परे प्लांट परिसर में ओवर स्पीडिंग की अनुमति 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 चेसिस	फिटनेस के संबंध में चेसिस 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 चाभी	इग्निशन कुंजी को पार्क किए गए वाहनों में नहीं रखा जाना चाहिए	Vehicle to be blocked for "one day" & penalty should also be imposed	5,000/-
16	Low	Side Mirrors	Driver & passenger side mirrors	साइड मिरर	डाइवर और यात्री साइड मिरर उपलब्ध होने चाहिए और अच्छी स्थिति 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	प्राथमिक चिकित्सा	सभी सामग्रियों के साथ प्राथमिक चिकित्सा किट उपलब्ध होनी चाहिए		
18		Retro Reflective Tape 3M	For easy identification at night	रेट्रो रिफ्लेक्टिव टेप 3 एम	रात में आसान पहचान के लिए वाहन पर रेट्रो रिफ्लेक्टिव टेप चिपकाना चाहिए। पीछे की तरफ लाल सामने की तरफ सफेद दोनों तरफ के हिस्से में पीला।		
19		Side indicators and other sport lights	Rear, brake light, Fog lamps and side indicator lights should be in working condition.	साइड इंडिकेटर और अन्य स्पोर्ट 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 सर्जन से सही और मूल चिकित्सा प्रमाणन। वैध प्रमाण पत्र टीएमएस पोर्टल (HZL द्वारा परिचालित प्रारूप के अनुसार) में 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 प्रशिक्षित 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 प्राधिकारी द्वारा खतरनाक रासायनिक हैंडलिंग के लिए प्रमाणित प्रशिक्षण 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 (सेफ्टी हेलमेट-ऑरेंज, हाई एंकल सेफ्टी शूज और रिफ्लेक्टिव जैकेट) पहनना चाहिए और साइट की आवश्यकता के अनुसार अतिरिक्त 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.	प्लांट के अंदर धूम्रपान	चालक को संयंत्र के अंदर धूम्रपान करने की अनुमति 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 ड्रग्स के प्रभाव में	ड्रग्स या अल्कोहल के प्रभाव में डाइवर और परिसर में ड्रग्स / अल्कोहल / डोडा चुरा ले जाना सख्त वर्जित 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	ड्राइवर चेकिंग के दौरान 1. ड्राइवर टीएमएस में अपंजीकृत मिला तो जुर्माना 10000 / - रु। 2. यदि ड्राइवर TMS में पंजीकृत है और ट्रांसपोर्टर TMS में ड्राइवर को बदलना भूल गया है तो जुर्माना 5000 / - रुपये होगा। 3. यदि ड्राइवर के पास वैध ड्राइविंग लाइसेंस नहीं है तो जुर्माना 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 द्वारा मोबाइल फोन का उपयोग	HZL परिसर में मोबाइल फोन का उपयोग सख्त वर्जित	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	पार्क किए गए वाहन के नीचे सो रहे ड्राइवर / हेल्पर	पार्क किए गए वाहन के नीचे सोना सख्त वर्जित 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 बेल्ट का उपयोग	ड्राइवर को सीट बेल्ट 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.)
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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 burst.							

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			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
2	High	Mismatch between specification mentioned in 3rd party issued certificate (Presently SGS) and actual status of acid tanker inspected in HZL premises				

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

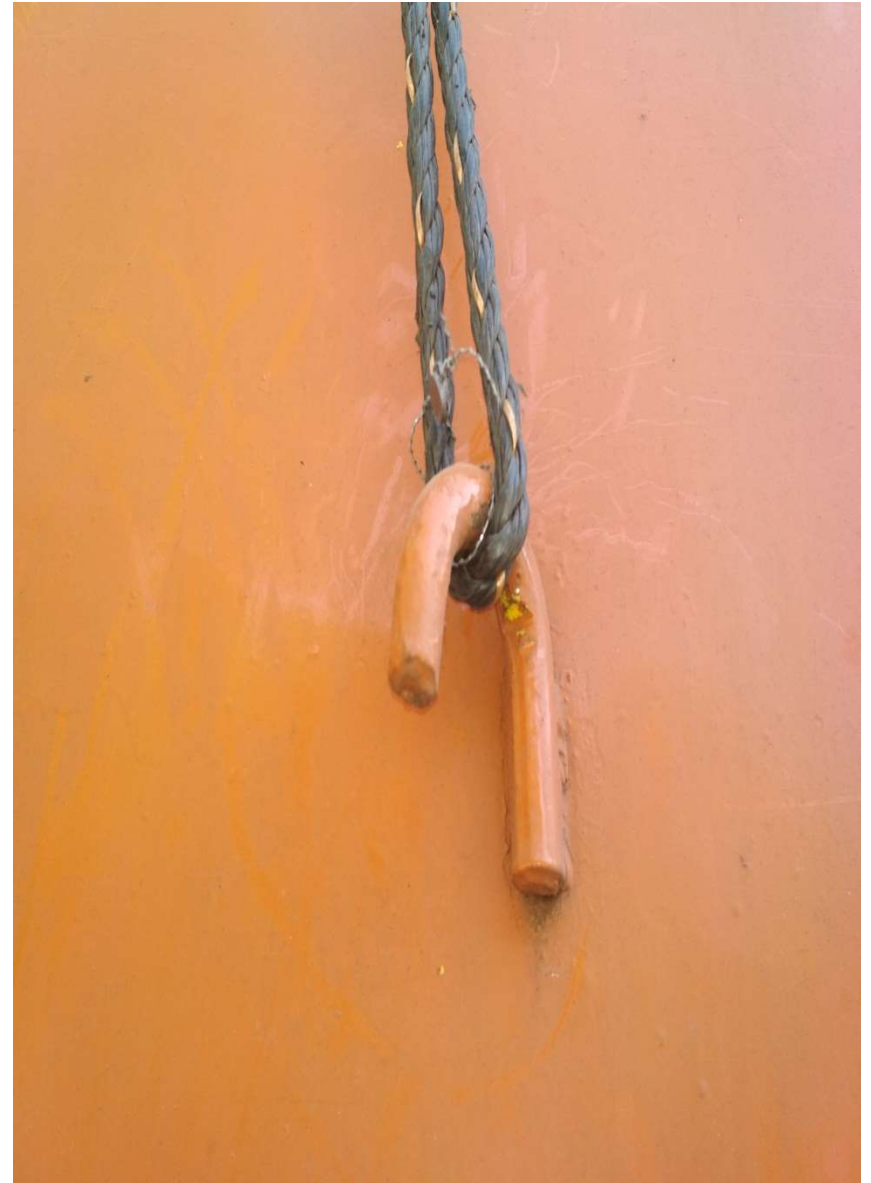
Hydraulic cylinder jacks in Concentrate dumpers as per the Specifications (Standard hydraulic cylinder jack mounting, Cylinder bracket is attached at bottom of dumper) of HYVA or WIPRO make

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

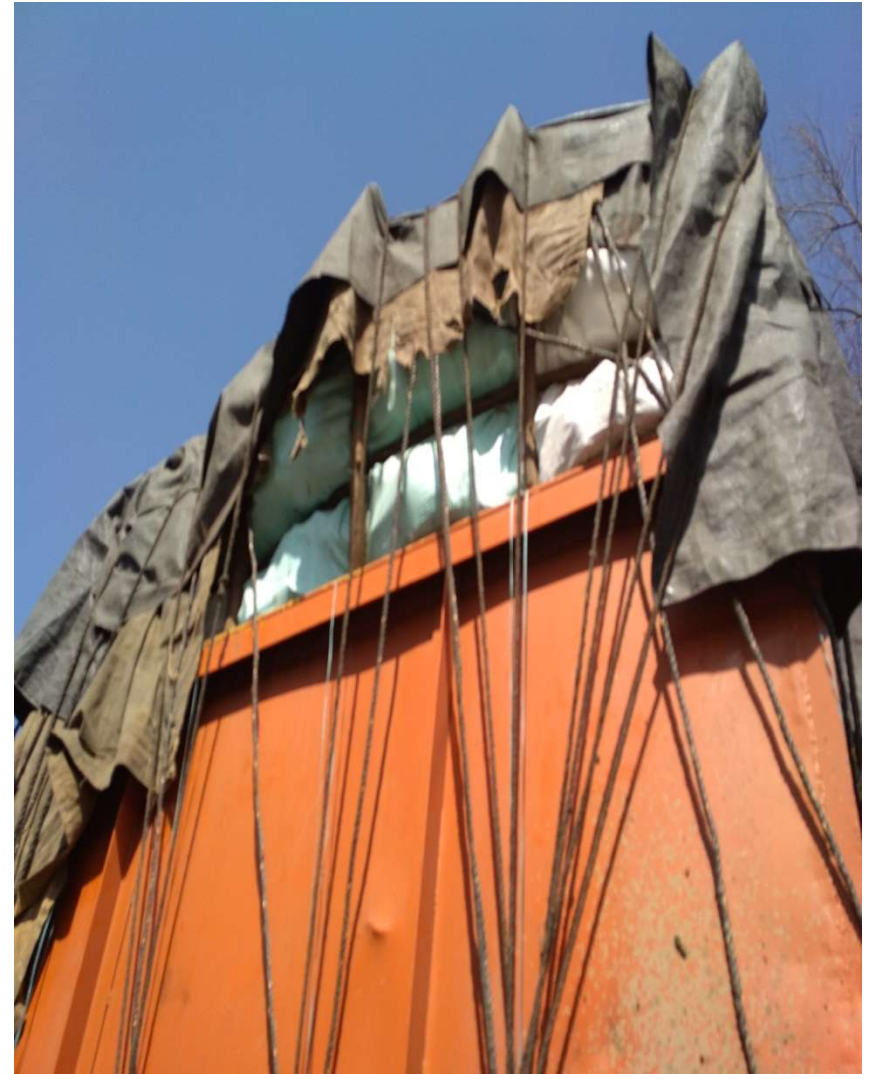


Tarpaulin & Roping

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, Anti-Corruption, 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.
- 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.



Vedanta Supplier Code of Conduct

- **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.
- 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.



Vedanta Supplier Code of Conduct

- **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**

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