

SERVICE ORDER

JSW Hydro Energy Limited
KARCHAM WANGTOO H.E.P
Sholtu Colony, P.O. Tapri
District - Kinnaur
Kinnaur(Sholtu)-172104
-Himachal Pradesh (India)

Vendor Code	: 0020032919
Name	: CONNECTIVITY IT SOLUTIONS PVT LTD
Address	: 606-608, ECOSTAR,,VISHVESHWAR NAGAR ROAD,,CHURI WA MUMBAI-400063-Maharashtra
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PAN NO	: AAGCC1283L
Vendor GST	: 27AAGCC1283L1ZG

P.O.No.:JSWHEL/2021-22/0890001145
P.O.Date:15.04.2021
Type:ESRD/K/EIT/4601001007
Buyer Name:PI_RFCADMIN
Buyer Email:sapnoreply@jsw.in
PR.No/Date:4600003011/20.02.2021

Dear Sir/Madam,

We are pleased to place order against your Ref. Quote No. ARIBA Dated: 3100465212 & Subsequent Negotiation , as per below mentioned Price, terms & conditions.

ALL THE PRICES MENTIONED BELOW ARE IN INR						
SR. NO.	SERVICE SHORT DESCRIPTION		UOM	QTY.	TOTAL VALUE	COMPLETION DATE
1	CISCO SUPPORT PACK		AU	1.000	474052.94	31.03.2022
The above work contains following Services:						
SR.NO	SERVICE CODE	SERVICE DESCRIPTION	QTY.	UoM	UNIT PRICE	TOTAL BASIC VALUE
1.1	3000087374 AMC,CISCO SX20,SPRT PK 8X5NBD SAC Code: 9987		1.000	EA	53989.34	53989.34
AMC,TYPE OF EQUIPMENT:CISCO SX20,TOOLS AND TACKLES BY:SERVICE PROVIDER,ADDITIONAL INFORMATION:SUPPORT PACK 8X5 NBD						
1.2	3000115632 AMC,VOICE RUTR BNDL;CISCO2911-V/K9 SAC Code: 9987		3.000	EA	41767.34	125302.02
AMC,TYPE OF EQUIPMENT:VOICE ROUTER BUNDLE;TOOLS AND TACKLES BY:JSW;ADDITIONAL INFORMATION:CISCO2911-V/K9						
1.3	3000115586 AMC,WIREL/ CNTRLR;AIR-CT2504-25-K9Z SAC Code: 9987		1.000	EA	54201.90	54201.90
AMC,TYPE OF EQUIPMENT:WIRELESS CONTROLLER;TOOLS AND TACKLES BY:JSW;ADDITIONAL INFORMATION:AIR-CT2504-25-K9Z						
1.4	3000095305 AMC,CISCO WS-C4507R E,VENDOR SCPE SAC Code: 998429		1.000	EA	154102.33	154102.33
AMC,TYPE OF EQUIPMENT:CISCO WS-C4507R E,TOOLS AND TACKLES BY:VENDOR SCPE,ADDITIONAL INFORMATION:SUPERVISION ENGINE,LINE CARDS,SFP,S FP MODULES POWER SUPPLY AND FAN TRAY. AS PER ATTACHED ANNEXURE.						
1.5	3000102144 SVC,SPRT FOR CISCO WS-C2960X-SWH SAC Code: 998313		2.000	EA	8395.98	16791.96
SERVICE,TYPE:SUPPORT FOR CISCO WS-C2960X-SWITCH;WORK TO BE DONE AT:JSW,ADDITIONAL INFORMATION:8 X 5 NEXT BUSINESS DAY SUPPORT FOR CISCO WS-C2960X-24PS-L CATALYST ETHERNET SWITCH FOR 36 MONTHS, P/N: CON-SNT-WSC224SL						
1.6	3000122639 AMC,VENDOR;VENDOR;CON-SNT-2921 SAC Code: 9987		1.000	EA	52182.61	52182.61
AMC,TYPE OF EQUIPMENT:ROUTER CISCO2921/K9;TOOLS AND TACKLES BY:VENDOR;WORKING HOURS PER DAY:VENDOR;ADDITIONAL INFORMATION:CON-SNT-29 21						

1.7	3000044512 SVC,CISCO SPRK PK FOR CON-SNT-WSC2962T SAC Code: 998599	7.000	EA	2497.54	17482.78				
SERVICE,TYPE:CISCO SUPPORT PACK FOR CON-SNT-WSC2962T;WORK TO BE DONE AT:JSW PLANT LOCATION;ADDITIONAL INFORMATION:WS-C2960+24TC-S									
D/ T/C: I/P 18% GST_ND - 85329.53									
Total Duties/Taxes & Charges: I/P 18% GST_ND - 85329.53									
UOM Description : AU - Activity unit , EA - each ,									
Total PO Basic Value: 474052.94	Total Taxes / Charges : 85329.53	Total PO Value: 559382.47							
Total PO Value (In Figures):FIVE HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED EIGHTY-TWO and FORTY-SEVEN Indian Rupee									
PRICE BASIS:FOR JSWHEL SITE SHOLT - KINNAUR	Contract Period Start Date:01.04.2021 to End Date :31.03.2022 Delivery Address: Main Store, JSW Hydro Energy Limited KARCHAM WANGTOO H.E.P Sholtu Colony, P.O. Tapri District - Kinnaur Kinnaur(Sholtu)-172104 -Himachal Pradesh (India)								
PAYMENT TERMS:Payable in 30 days from SRN Date(Against RA Bill)									
INSPECTIONBy EIC									
NOTE TO SUPPLIER: Refer Ariba event No. Doc2868278173 - 3100465212-SHOLTU_ENERGY-Energy-Rev Service									
This is Comprehensive AMC for "CISCO NETWORK EQUIPMENTS"									
Details of equipment's and Price Breakup as per attached annexure - "1".									
If any equipment found defective same shall be replaced by vendor on FOC basis									
Installation Charges if required: Extra as actual.									
Boarding and Lodging for the service engineer at site: In JSWHEL Scope									
Freight Charges: Extra as actual									
The EIC of this order is Mr. P P Semwal, Mob: 9816605817, Email: pp.semwal@jsw.in.									
Please acknowledge the PO / WO by sending the confirmation email and material dispatch / Service execution information to commercialdesk.gbs@jsw.in, karcham.stores@jsw.in, within 3 days from receipt of this PO / WO. Phone number: +91 22 71453477 / 3442.									
For Advance payment terms / Cash against Documents (CAD) please send Non Negotiable documents to email : advancedocs.gbs@jsw.in Location contact: karcham.stores@jsw.in GBS contact: commercialdesk.gbs@jsw.in Phone number: +91 22 71453477 / 3422.									
* For After-delivery for Payment status please send email to vendorhelpdesk.gbs@jsw.in along with PO number and invoice details.									
* To track payment status, please follow link : https://vendorportal.jsw.in/VENDOR/viewHome.action Also you can call on help line number 022-71453333 and dial Extn 1 to speak with Finance and Accounts team.									
Any reduction/savings in taxes & duties on Seller's input cost due to implementation of GST shall be passed on to JSWHEL									

Thanking You
Yours sincerely,
For JSW Hydro Energy Limited

AUTHORIZED SIGNATORY

Standard Terms and Conditions

1) SAFETY DURING WORKING IN PLANT SITE:

- a) The contractor shall follow at site security rules regarding removal of material from site, issue of identity cards etc. as may be framed from time to time by the project.
- b) The contractor shall have to obtain No Dues Certificate from Security and other relevant agencies on finalization of Contract / Order.
- c) Safety and fire training for labour engaged on work shall be organized by the contractor under the guidance of JSWHEL Safety Section. Cost for such training occurred, if any, shall be borne by the contractor.
- d) Contractor shall arrange to supply to all its employees the Personnel Protective Equipment like Helmet, Shoes, Safety Belts, Goggles, Safety Net, Gloves etc.

2) ASSIGNMENT AND SUBLetting OF CONTRACT / ORDER:

We reserve the right to assign whole or part of this Contract / Order to any other party without prior intimation to you. In the event of transfer of Contract / Order or part thereof on other party all the benefits / interests under Contract / Order shall also be transferred to beneficiary. Additional cost if any due to this act will be booked to your account. You will be solely responsible for default liabilities arising out of non-execution of Contract / Order faithfully and entire satisfaction to us.

You shall not assign the Contract / Order or any part thereof or any benefit or interest therein without the prior written consent of the EIC. You shall not sub-Contract / Order the whole or part of the Contract / Order, except where otherwise provided in this Contract / Order. You shall not sub-Contract / Order any part of this Contract / Order for items or Equipment for the make other than provided in the specification without the prior written consent of the EIC, which consent shall not be unreasonably withheld and such consent, if given, shall not relieve you from any liability or obligation under the Contract / Order and you shall be responsible for the acts, defaults and neglects of any Sub-Contractor, as if they were the acts, defaults or neglects from you. Your failure to adhere to the above clause shall make you liable for a monetary penalty as deemed fit by us but not exceeding 10% of the order value and repeated violation may lead to termination of Contract / Order.

3) MEDICAL EXPENSES:

JSWHEL will not have any liability towards contractual workers for medical treatment of their disease, illness or damage due to accidents however, facility of 'First Aid will be provided during the work if situation demands so.

4) INSURANCE:

- a) Any statutory insurance or otherwise required for Contractor/Agency personnel /equipment/material shall be Contractor/ Agency responsibility. A copy of the insurance cover will be submitted to JSWHEL. Directions of our HR&A Department shall be binding on Contractor in this regard. The JSWHEL shall not be liable for any incident in any manner whatsoever. Any claim on the insurance company arising out of or in connection with this Contract / Order shall be directly dealt and settled by the Contractor/Agency for without any liability to the owner.
- b) Workmen's Compensation Insurance

The contractor shall take all risk Insurance Policy to cover all his workmen, staff applicable under the Workmen Compensation Act 1923 or any amendment thereof and also insurance cover for third party liability. The contractor shall keep the Owner indemnified from all liabilities arising out of his action in pursuance of this Contract / Order. The W. C. Policy should be obtained and shall be assigned to JSWHEL. WC policy should cover the specified Contract / Order

5) SAFETY, OCCUPATIONAL HEALTH & CLEANLINESS:

Contractor shall provide personnel protective equipment like helmet, safety shoes etc. to all Contractor employees at their cost; however, JSWHEL will not in any way be directly or indirectly responsible to compensate to Contractor men and third party. Any liability will be solely to Contractor account. Contractor shall maintain the system & procedure followed in the Company. Contractor shall always keep Contractor site and equipment's in good and environment friendly condition.

6) STATUTORY REGULATIONS, LAWS ETC:

Contractor shall strictly follow the statutory rules and regulations in force from time to time for performing such jobs in any industrial premises as prevalent in the state of HP. Contractor shall conform to all the labour laws governing the Workmen engaged by Contractor. Contractor will also obtain clearance from our Personnel Department in this regard before payment of your last bill. As per the prevalent regulation you have to have police

verification of all your employees done from the local police station.

a) Compliance with Applicable Law: The contractor shall at all times comply at its own expense with applicable laws, regulations and orders of the Government relating to or in any way affecting the Contract / Order. The contractor shall, at its own expense, negotiate and obtain any approval, license or permit that it may need to render the Contract / Order lawful and binding and shall make all payments therefor with reasonable assistance from the other Party as necessary.

The contractor shall indemnify the Company, Company's Affiliates and their respective directors, officers, employees and agents against losses, claims and liabilities, including any governmental penalties and sanctions payable to a Competent Authority, together with any legal expenses incurred in connection therewith, to the extent arising out of any design failure of the contractor, any Sub- contractor or their respective agents or employees to comply with the applicable laws in the performance of the Contract / Order. Provided however, the Company gives written notice to contractor of any such claims, liabilities, etc. received from any third party.

b) Contractor to Obtain Clearance: The contractor shall be responsible to obtain and maintain in effect all Applicable Clearances required in connection with execution of the Works and pay all fees required to be paid to any Competent Authorities.

c) Contractor to Give Notices and Obtain Approvals: The contractor shall give all notices and pay all fees (except those relating to any Clearances which are the responsibility of the Company) required to be given or paid to any Competent Authority in relation to the execution of the Engineering and Technical Services.

Except insofar as the same are the responsibility of Company, contractor shall be responsible for obtaining all statutory clearances, which may be required in connection with execution of Work. Company shall provide contractor with such assistance as contractor may reasonably request in connection with obtaining such Clearances. Company shall only deposit statutory fees for such approvals as per advice of contractor.

7) OWNERS LIEN:

The owners shall at all times have lien on all or any moneys that may be due or become due an /or payable to the contractor under the Contract / Order and or deposit or security amount or amounts made under the Contract / Order conditions or in respect of any debit or sum that may become due and payable to the owner by contractor either alone or jointly with another and either under this or in any contract / Order or transactions or any nature whatsoever between contractor and the owner.

8) GOVERNING LAW AND JURISDICTION:

The Contract / Order shall in all respects be deemed and construed in conformity with the Indian Laws and shall be subject to the exclusive jurisdiction of the court at Shimla in the state of HP(India).

9) ARBITRATION:

It is expressly agreed by and between the Parties that:

- a) Any dispute arising out of or in connection with this order including any question regarding the existence, interpretation, validity, frustration, novation, scope of the order, performance of the order, breach of order, termination and consequences of termination of this order shall be referred to and finally resolved by arbitration in accordance with the Rules of Indian Council of Arbitration (the "Rules") as amended and in force, from time to time;
- b) This order shall be exclusively governed by Indian law;
- c) The dispute shall be decided by an Arbitral Tribunal consisting of three members, who shall be appointed in accordance with the Rules;
- d) The costs, charges, fees and expenses of the arbitrator(s) shall be borne equally by the Parties to the arbitration, and save as aforesaid, the Parties shall bear its own legal and others costs;
- e) The venue of such arbitration shall be in Mumbai only;
- f) The courts at Mumbai alone shall have the exclusive jurisdiction to hear matters pertaining to the arbitration or any matter related thereto; arbitration proceedings shall be conducted in English language; and Performance under the order shall be continued during the arbitration proceedings unless otherwise directed by the Purchaser in writing or unless the matter is such that the performance cannot be possibly continued until the decision of arbitrator is obtained.
- g) The Seller hereby waives all its rights to raise the defense of forum non-conveniens or seek any restraint order/other order/reliefs on any grounds from any Court/Tribunal on the encashment of the bank guarantees issued pursuant to this Contract / Order.

10). RISK PURCHASE CLAUSE :

" Contractor shall carry out all Scope of Works as per Contract / Order with utmost sincerity and dedication and

also carry out instructions and orders of the Company/Engineer for the interest of the Works. In case Contractor fails to carry out Works as per time schedule and maintain qualitative and quantitative work and violates any Scope of Works and terms and conditions of Contract / Order, Company shall give one notice to the Supplier to set right the shortfall/lapses and bring the Works to Company's satisfaction.

" In case the Company observes no satisfactory improvement, Company, without further notice, shall cancel the Contract / Order partially/fully as deemed fit at the risk and cost of the Contractor. In case Contract / Order is cancelled partially, the cancelled portion of Works shall be done through alternate source per rates and terms as the Company decides in the prevailing situation and the extra cost incurred to complete the cancelled portion of the Works over the Contract / Order rate of the said cancelled portion, shall be borne by the Supplier. Balance uncancelled portion of Contract / Order shall be carried out by the Contractor to the satisfaction of the Company, otherwise Company shall cancel the balance portion giving further one month's notice and carry out the Works in the similar way and extra financial implication, if any, shall be borne by the Contractor

" In case the Contract / Order is cancelled fully, the Works shall be carried out through alternate sources in the similar manner as stated above and extra financial implication, if any, as stated above shall be borne by the Contractor.

11) FORCE MAJEURE :

- a) A Force Majeure means an event or circumstance or combination of events and circumstances beyond the reasonable control of the Party that wholly or partly prevents or unavoidably delays an affected Party in the performance of its obligations under this order, which amongst other, include Act of God, Natural Calamity, war, etc.
- b) If either Party is prevented from performing any of its obligations under this order by such cases of Force Majeure, it shall give written notice to the other Party within 14 (fourteen) days of such occurrence to the events, describing the event and its effects supported by authentic evidences that are verifiable. The affected Party shall, having given notice, be wholly or partially excused performance of such obligation for so long as such Force Majeure prevents it from performing them. No Party shall have any claim/ compensation for the loss incurred due to the force majeure conditions.
- c) The affected Party shall use all reasonable efforts to minimize any delay in its performance of the order as a result of Force Majeure Events.
- d) The Party unable to perform this order due to the effect of Force Majeure Events occurrence may, after consultation with the other Party, extend the duration of this order by a period commensurate to the time actually lost due to the Force Majeure occurrence. The other Party shall not claim compensation for the loss thus incurred.
- e) In case of an extension up to 90 (Ninety) days in the performance of this order due to the effect of the Force Majeure occurrence, both Parties shall have friendly consultation on the performance of this order or termination of the order as provided in this order.
- f) Notwithstanding the foregoing, Force Majeure shall not apply to any delay, default or failure (direct or indirect) in procuring the components and /or the materials for the manufacture of the Equipment by the Supplier; and/or any delay, default or failure (direct or indirect) by the Supplier in any agreement entered into by it with any party including sub-contractor.

12) POLICE VERIFICATION:

Contractors shall ensure that labour engaged for the above scope of job shall get Police Verification certificate before starting the job. This is compulsory for all jobs executed within JSWHEL Premises

13) MEDICAL FITNESS:

Contractor has to ensure that all his employees are medically fit. A fitness certificate, from competent authority, for all employed personnel, has to be submitted to EIC and to our DGM (HR&A) before commencing the work.

14) PENALTIES:

14.1) FOR SAFETY:

- A) Rs 50,000/- for each Incident
- B) Fatal accident-1) Rs 10,00,000/- shall be levied from A class contractors for each accident
- c) Rs. 5,00,000/- shall be levied from B class & small contractors for each incident.

14.2) FOR MISCONDUCT ETC:

- a) In case it is found that your workman involved in any mal-practices/miss-conduct /misbehaviour a Liquidate Damages up to Rs. 5,000 or as deemed necessary at the sole discretion of the company may be levied and deducted from your invoices.

b) Loss to JSWHEL property shall be recovered on actual from contractor

14.3) FOR NON PERFORMANCE:

Due to non-performance by contractor or non-providing of skilled, semi-skilled services as stimulated in the contract / order. The EIC at his sole discretion may impose penalties as per (Clause no.23)

15) Work measurement / certification.

The work is of specialized nature and the contractor should be fully conversant with modern practices and should be able to carry-out the works independently. The contractor shall therefore be required to engage qualified / experienced personnel.

The contractor shall be required to furnish satisfactory job completion report to JSWHEL. The submission of report should be on daily basis. In the monthly bill payment shall be released based on the certified reports of the works.

16) TAXES & DEDUCTIONS

- a. All the statutory deduction i.e. TDS etc. as per applicable Law will be deducted at source.
- d. The contractor along with monthly invoice shall submit P.F Challan, statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the Contract / Order at Owner's site.
- e. The final bill has to be submitted with (a) No dues certificate issued by EIC and (b) No claim certificate to be submitted by you for final Contract / Order closure.

17) WORKING HOURS & DAYS:

The normal working hours shall be 8 Hrs. and working days shall be Number of days as per English calendar.

18) LODGING, BOARDING & ACCOMODATION:

Food, accommodation and transportation will be in JSWHEL's Scope, unless and specifically mentioned otherwise in the order / contract. The contractor shall arrange transportation for his workers at his own cost, depending upon the nature & requirement of work.

19) MOBILIZATION AND DEMOBILIZATION:

Mobilization and demobilization shall be in JSWHEL's scope unless mentioned otherwise in the order / contract. You shall follow the instruction of EIC.

20) TOOLS, TACKLES AND CONSUMABLES:

All Tools, Tackles and consumables like Oil, Gloves, special tools etc. shall be in contractor's scope unless & specifically mentioned otherwise in the contract / order.

21) PENALTIES: FOR NON PERFORMANCE:

Due to non-performance by contractor or non-providing of skilled, semi-skilled services as stimulated in the order. The EIC at his sole discretion may impose following penalties:

- A. Max. of 10% of total Contract / Order price
- B. A penalty equivalent to per job unit shortfall.

22) TERMINATION OF CONTRACT / ORDER:

JSWHEL may terminate the Contract / Order by giving 07 days' notice in writing and JSWHEL is not bound to give any clarification in this regards:

23) FREE ISSUE:

JSWHEL shall provide followings facilities as free issue basis to the contractor

- i) Three phase electricity connection at the nearest available single point.
- ii) Water
- iii) Steel (If applicable)
- iv) Cement (If applicable)

Contractor has to inform the requirement of above required material in writing, seven days in advance to the EIC for this order of JSWHEL.

24) SCRAP / DEBRIS REMOVAL:

All the / Scrap generated at work place has to be removed by contractor within the completion period failing which EIC at his discretion shall get the same removed at your cost and risk. The entire cost shall be recovered from any

of your pending bills available with us.

Statutory Compliance under applicable Labour Laws

A) Contractor / Service Provider shall comply with all applicable labour laws, Rules, Orders and Notifications whether Central or State as applicable to him or to this contract, or any amendment made therein from time to time and shall maintain records and registers besides implementation of the Act in its true letter & spirit.

Applicable Labour Laws (together with State of Himachal Pradesh Rules):

- Contract Labour (Regulation & Abolition) Act, 1970
- Employees' Provident Fund and [Miscellaneous Provision] Act, 1952
- Equal Remuneration Act, 1976
- Factories Act, 1948
- National Holidays Act
- Industrial Dispute Act, 1947
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- Payment of Bonus Act, 1965
- Employees Compensation Act, 1923
- Inter State Migrant Workmen Act, 1979
- Maternity Benefit Act, 1961 (If applicable)
- Payment of Gratuity Act, 1972 (If applicable)
- Industrial Employment (Standing Order) Act, 1946

B) Contractor / Service Provider shall ensure preparation and submission of Registers/ Returns to our HR dept. mentioned here under:

- Register of workmen employed by contractor - From XIII.
- Employment card given to labour in Form XIV.
- Muster Roll in Form XVI.
- Register of wages in Form XVII.
- Wages Slip in Form XIX.
- Monthly PF contribution Challan along with a copy of E.C.R.
- Register of deduction, damages or loss in Form XX.
- Register of fine in Form XXI.
- Register of Advance in Form XXII.
- Register of overtime in Form No. XXIII.
- Pre-induction and periodical medical checkups thereafter.
- Disbursement of wages up to 7th day for the preceding month.

Half yearly Return, ending 30th June and 31st December in Form XXIV within a period of 15 Days to the Licensing Authority under Contract Labour (Regulation & Abolition) Act, 1970 & Rules.

C) Contractor / Service Provider shall ensure that no child/adolescent worker (below 18 years) is engaged at JSW Hydro Energy Limited., Karcham Wangtoo H.E.P. (1000MW) / Baspa-II H.E.P. (300MW), while executing the job.

D) Contractor / Service Provider shall specifically ensure working as per prescribed hours of work, overtime, leave with wages, weekly off, public and national holidays etc and not violate and provisions under Factories Act, 1948 and Himachal Pradesh Rules thereon.

E) Contractor / Service Provider will inform our HR dept, one day in advance, before disbursement of wages to his workers for witnessing payment by the representative of Principal Employer. Further, wages must not be below prescribed wages in any case.

F) Contractor / Service Provider shall also inform to the Licensing Authority under CL (R&A) Act, within 15 days about completion of work.

G) Contractor / Service Provider must have a labour license (If applicable) issues under Contract Labour (R&A) Act, 1970 and renewed from time to time. Contractor / Service Provider shall submit a copy of valid labour License

and PF code to HR dept. within 15 days from the date of commencement of work.

H) Contractor / Service Provider have to take an Insurance policy with comprehensive coverage of their all workers under Employees Compensation Act, 1923 and renewed from time to time before expiry. In absence of the policy, contractor shall not engage any uncovered labour for any work without the coverage therein.

I) Contractor / Service Provider shall in the event any of his workmen/employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay periodical wages / compensation as applicable, required under the Employees Compensation Act, 1923.

J) Recovery / Deduction:

Company / Purchaser will have rights to deduct and disburse the claims of the individual / parties being Principal Employer on any account whatsoever in relation to their employment with the Contractor / Service Provider. The Security deposit will be released to the Contractor / Service Provider only at the end of the contractual tenure subject to submission of no dues from all concerned.

An undertaking by the Contractor / Service Provider shall also be asked, that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the Contractor / Service Provider before the appropriate authority under Industrial Disputes Act or under any other labour laws and the appropriate authority has given a direction for making payment, the Service Provider will meet the same or indemnify PURCHASER if in the event PURCHASER pays it as Principal Employer.

"GENERAL SAFETY RULES / NORMS" TO BE OBSERVED BY THE CONTRACTORS.

All the contractors working at JSWHEL shall have to strictly observe the following Safety Rules. Concerned Contractors are responsible for informing & observance of these rules by their supervisors/employees/labours as well as the supervisors/ employees/ labours of agencies/ sub-Contractors engaged, if any, by them for the work contract awarded to them. Prior to commencement of the work, Contractor shall have to submit a written assurance on their letterhead to the concerned Sectional Head / Engineer-in-charge that they have thoroughly gone through these Rules, have educated their employees / employees of their sub-contractor and will strictly observe the said Rules while execution of work under work contract awarded to them. They will have to indemnify the Corporation for any loss or damage / accident / injury to the Corporation's property / employee or employee of their own in default of non - observing these rules.

1 Persons to be employed for carrying out the work shall possess required qualification, are fully trained and conversant for works to be done. All persons should have gate pass. Register consisting the full details i.e. address, ph. no, nearest relative, of all persons to be maintained. During the work execution, one trained & competent supervisor should always remain present at site.

2 The contractor shall take all the required safety measures prior to commencement of work on dangerous substances, machineries or area at which cautionary notice is displayed and obtain "Line Clear" or "Work Permit" through the concerned Department / Section.

3 Prior to carrying out welding, gas cutting, furnace heating or any other hot work job, remove all the inflammable material lying at or nearby worksite or cover it properly by suitable protective covering. Also, special care shall be taken before carrying out such job & see that all possible contributing factors to set fire shall be removed / vanished prior to commencement of the work. Advance intimation shall be given to concern section / fire section to commence the work in fire prone areas. They should also keep ready all the First Aid Fire Extinguishers / equipment's & fire extinguishing media / material like sand / water buckets or other appropriate equipment at such place.

4 While carrying out work in confined space or inside vessel, obtain necessary "Confined Space / Vessel Entry Permit" from concerned department prior to commencement of the work. For lighting in such areas, only 24-volt (ISI certified & with proper guard) hand lamp shall be used. For taking care of the persons working inside the confined space / vessel, a supervisor / person capable to keep continuous watch on person(s) working inside, assist them in case of emergency or arrange to get immediate outside help, shall remain present at entry point. Use full body safety belt without failed. While working inside sewage, trench or in-depth, a person to warn outsiders / entrants / passers etc. shall remain available near entry point or the entry point shall be cordoned by a barricaded tape with a cautionary notice. After completion of the works, all the lids / covers / grills / grits opened, shall be re-fixed / re-placed in the original position as it were prior to commencement of the work and leave the work place in safe condition in all respect, so as to prevent accident to fellow workers.

5 Do not work on or block (by stacking material, spare parts, tools-tackles, equipment's etc), any passages / walkways /gangways / aisles / staircases / ladders / lifts or any other approaches / roads leading to plans or its

auxiliaries, on which there is traffic movements or possible traffic movements in case of emergency. Such passages are meant for safe escape in the event of emergency. If it is utmost necessary to carry out work in such area with blocking of passage, prior permission of Competent Authority or the Engineer-In-Charge shall be obtained. To demarcate / declare the area as UNSAFE, cordon it using barricading tape & display suitable caution notice or keep a person to restrict / divert the traffic on this route through other safe passage

6 Prior to use power / electrically operated hand tools / equipment's / machines / gadgets like welding machine, hand grinder, hand drill etc., ensure for its safe operation & use it only if it is found safe to use. Do not use defective, unsafe or improperly maintained equipment's. The electrical power supply required to run such equipment's shall not be taken directly at their own but shall be obtained through concerned Electrical Maintenance Departments or their authorized persons or under their observations / guidance only. The Electrical Section shall provide temporary electrical connection up to contractor's Mains Board on which it is compulsory to install mains switch, ELCB & fuses of adequate capacity. All such equipment's shall invariably be earthed adequately to prevent electrical shock, sparking, short circuit etc. Power cord to be used shall be of adequate capacity, without any joint & shall consist of earth wire also. Hence, it is necessary to use adequate capacity 3-wire power cord for single & 5-wire power cord for three phase power connections. The plugs, receptacles

7 It is compulsory to use standard make Personal Protective Equipment's (P.P.Es.) as per the job requirement. Do not work without use of required P.P.Es. Contractor is responsible to provide standard make (ISI approved) Personal Protective Equipment's / Safety Gadgets suitable to give sufficient protection against hazards involved in their work / job to their

Staff, as per the job requirement and insist / enforce their staff to put on the same while at works. The on-going work is liable to be stopped at any time if your staff found working without P.P.Es. Following is the list of various P.P.Es. to be used for various works / worksites.

1 Industrial Safety Helmet. For protection of head against falling objects or during fall of person from height.

2 Safety Goggles (Grinding, Welding,

Punk, Panorama etc). For protection of eyes against flying particles / dust, chemical splash, spark, arc, flashover etc.

3 Face shield (Half or full). For protection of face against flying particles / dust, chemical splash, spark, arc, flashover etc.

4 Earplug / Ear muffs. For ear / hearing system protection while working in high noise level area.

5 Apron (Rubber / PVC / Asbestos /

Leather / Cotton). For body protection against chemicals, oils, sharp edged objects, heat, hot objects etc.

6 Gloves (Rubber/PVC, Asbestos,

Leather, Electrical shock proof). For protection of hands against chemicals, oils, sharp edged objects, heat, hot metals/objects, electricity etc.

7 Safety / Leather / Asbestos shoes,

Gum Boots etc For protection of leg/feet against falling objects, sharp edged objects, heat, hot metals/objects, electricity etc.0

8 Safety Belt(full body) / Rope / Life

line / Fall prevention system etc For fall prevention while working at heights or in depth, working in vessel or in confined space.

9 Dust Respirator / Scarf Protection of respiratory system against dust.

10 Chemical Cartridge Respirator Protection against chemical fume / vapor etc.

11 Canister Gas mask. Protection against toxic/poisonous fumes/gases.

12 Air supply respirators Working in oxygen deficient zone

8 Before using lifting machines / tackles (like C.P.Bs., Hook chooks, winch, forklift, mobile crane, EOT crane etc) & its attachments (like D-shackles, slings, U-clamps, Eye bolts or any fixtures), it shall be checked and used only if found safe to use. Also, ensure that these are tested, examined & certified in form no 9/10 by Competent Person as per the Factory

act-1948 and its validity does not expired. Further, it shall be fixed properly and firmly prior to lifting the weight.

9 Scaffoldings to be used for working at height shall be of adequate size & capacity. Obtain the work permit when working at height. While climbing on such scaffolding or working on any structure at height, use of full body safety belt & Helmet is compulsory. It is also necessary to fasten chinstraps of the helmet

10 Contractor or their employee shall not interfere in day-today routine plant activities / works except the work assigned to them, shall not loiter in the areas other than their work jurisdiction, as well as shall not temper / operate / touch the Machineries/ equipment's/ auxiliaries with which they are not concerned. Also, the contractor shall strictly instruct their staff for not to sit or take rest at/near/below running plants, auxiliaries, systems or any lace

which is risky, hazardous & prone to accident.

11 The cylinders containing poisonous / toxic or inflammable / explosive gas like Oxygen, Acetylene, LPG, Hydrogen, Ammonia, Chlorine, CO₂ etc shall be handled safely taking due care. To handle / shift such cylinders a special trolley /cage meant for it must be used but in no case it should be rolled.

12 On completion of the work, cotton waste, spilled oil / grease, pieces of welding rod & other waste material shall be removed from work site and the area shall be left safe, neat & clean.

13 In case of any injury / accident while working, it shall immediately be reported to Safety Department through concerned Sectional Head / Engineer. The prescribed Form No. 21 may be obtained from concern section or Safety Officer. For any incident occurred but have no injury to any persons should also informed to safety officer as Near Miss Incident.

14 In all risky job, before start the work contractor should obtained General Safety Work Permit through concerned section from safety dept in well advance.

15 For performance evaluation of contractor safety factors of work accident, fire incident & near miss accident will be consider. Steps can be taken to review the job assignment up to cancellation for negligence.

16 In case of noticing smoke or fire during their work execution, they shall make immediate efforts to extinguish / control it and simultaneously inform the Fire Brigade on phone No. 222 or 666. Shift the casualty to nearby hospital after rendering first aid in case of accident.

17 Over & above these, contractor shall have to follow all the safety requirements / rules & regulations / norms and legal provisions laid down in various statutes. Particularly the provisions of The Factories Act-1948 (Amended up to date) shall be followed strictly. The contractor shall also obey the rules / regulations / instructions of the local Competent Authority for safety requirements.

18 The above rules shall be scrupulously followed and where required, they may contact the Safety Officer in case of any ambiguity or needs further guidance in this regard.

Note:

Contractor Safety Gear: Contractor shall provide all safety gear to be of standard make acceptable and certified OK by JSWHEL Safety Officer.