

Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

www.dalmiacement.com

Amendment No

SERVICE ORDER

SHUBHAM ENGINEERING

LIG 162. M P NAGAR NIHARIKA, KORBA

KORBA

To.

Chhaattisgarh 495677 INDIA Phone: 8250472026

Email : shubhamengg39@gmail.com

GST No: 22ARXPR2928N1ZY

PAN No: ARXPR2928N

MSME No:

PO Number : 4548009829 / PS1

PO Date : 04.01.2022

Amendment Date : 04.01.2022

Offer Ref :

Contact Person : HO PROJ SERVICE

: 7

Telephone : 9311499577

Fax Number :

Vendor Code : 1250214334

Currency : INR

Validity Date : to 28.02.2022

Email : Sharma.Manish@dalmiabharat.co

PAGE: 1 / 19

m

Kind Attn: RAJESH KUMAR

Dear Madam/Sir,

We are pleased to place an order on you for the following material Service subject to terms and conditions printed below / attached with the order.

Item	Service Activity Code/Specification	Quantity	Unit	Price	Amount
30	Fabrication works-Shubham	1.000	AU		2,327,580.00
	1 54007130/FABRICATION OF MS STRUCTURE&PLATE	193.000	LUM	12,060.00	2,327,580.00
	IN:Integrated GST 18.00%				418,964.40
	Taxes on the PO:				418,964.40
	Item Total Value				2,746,544.40

Item		Service Activity Code/Specification	Quantity	Unit	Price	Amount
40		Erection Works-shubham	1.000	AU		12,765,854.01
	1	54007077/ERECTION OF PLANT EQUIP & MACHINERY ITEM	380.000	MT	13,000.00	4,940,000.00
	2	54008587/ERECTION OF PLATE WORK-NE	48.000	MT	12,500.00	600,000.00
	3	54007079/ERECTION OF STRUCTURAL STEEL WORK	500.000	MT	10,300.00	5,150,000.00
	4	54006780/ERECTION OF GRATING FOR STEEL FLOOR	20.000	MT	10,000.00	200,000.00
	5	54006819/COMPRESSED AIR & WATER PIPELINE INC FIT.	2,329.000	IDM	229.00	533,341.00
	6	54006803/LAYING OF RUBBER CONVEYOR BELT	370.000	M	295.00	109,150.00
	7	54007154/BELT VULCANIZING OF WD:1200MM	0.010	NO	1.00	0.01
	8	54006806/BELT VULCANIZING OF WD:1000MM	1.000	NO	8,763.00	8,763.00
	9	54016126/BONUS FOR EARLY COMPLETION	1.000	LUM	300,000.00	300,000.00
	10	54006781/FIXING,CGI OR PRECOATED GALVALUME SHEET	4,600.000	M2	201.00	924,600.00



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VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

IN:Integrated GST 18.00% 2,297,853.72

 Taxes on the PO:
 2,297,853.72

 Item Total Value
 15,063,707.73

Item		Service Activity Code/Specification	Quantity	Unit	Price	Amount
50		Shubham Amend1	1.000	AU		2,690,341.02
	1	54006811/FAB & ERE OF HANDRAILING WTH TOE GUARD	1,716.000	RMT	420.00	720,720.00
	2	54006809/PAINTING OF STEEL STRUCT WT 2COAT ENAMEL	500.000	MT	3,274.00	1,637,000.00
	3	54006257/FIXING,GI WATER GUTTER,F/PRE FAB STRUC	1,000.000	RMT	308.00	308,000.00
	4	54006817/FIXING OF SS LINERS	0.010	MT	1.00	0.01
	5	54007155/FABRICATION OF INSERT PLATES	2.000	MT	12,060.00	24,120.00
	6	54004032/Dismantling MS structure	0.010	MT	1.00	0.01
	7	54007156/DRILL & FIXING OF 16MM ANCHOR FASTENERS	50.000	PC	10.00	500.00
	8	54006814/DRILL & FIXING OF 20MM ANCHOR FASTENERS	0.010	PC	45.00	0.45
	9	54012338/DRILL & FIXING OF 24MM ANCHOR FASTENERS	0.010	PC	55.00	0.55
		IN:Integrated GST 18.00%				484,261.38
		Taxes on the PO:				484,261.38
		Item Total Value				3,174,602.40

Item	Service Activity Code/Specification	Quantity	Unit	Price	Amount
60	Shubham PO amendment	1.000	AU		3,495,558.00
00	Shubham i O amenument	1.000	AU		3,433,330.00
	1 54006806/BELT VULCANIZING OF WD:1000MM	1.000	NO	8,763.00	8,763.00
	2 54006805/BELT VULCANIZING OF WD:1600MM	1.000	NO	12,000.00	12,000.00
	3 54007156/DRILL & FIXING OF 16MM ANCHOR FASTENERS	255.000	PC	45.00	11,475.00
	4 54007130/FABRICATION OF MS	197.000	LUM	12,060.00	2,375,820.00



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

www.dalmiacement.com

SERVICE ORDER

To, SHUBHAM ENGINEERING	PO Number PO Date		: 4548009829 / PS : 04.01.2022	31
STRUCTURE&PLATE				
5 54008587/ERECTION OF PLATE WORK-NE	87.000	MT	12,500.00	1,087,500.00
IN:Integrated GST 18.00%				629,200.44
Taxes on the PO:				629,200.44
Item Total Value				4,124,758.44
PO Basic Value				21,279,333.03
Total Tax				3,830,279.94
Total PO Value				25,109,612.97

Total Value in words : RUPEES TWO CRORE FIFTY ONE LAKH NINE THOUSAND SIX HUNDRED TWELVE AND NINETY SEVEN PAISE

Price Basis/INCOTERM

Payment Terms:

Payable immediately Due net

Other Terms And Conditions:

Header text

Major terms & conditions of the Contract:

- 1. Contract Price: Rs. 235.0 Lacs for M/s Subham Engineering. GST extra as per applicable.
- 2. Rs 225.0 Lacs shall be released as per BOQ. Balance Rs 10.0 Lacs will be released as Bonus on timely Completion.
- 3. Completion Period: 75 days from the date of Mobilization.
- 4. The Contractors shall complete the mobilization within 15 days from Order Confirmation.
- 5. All Tools & tackles (excluding Crane) # Vendor#s scope
- 6. Crane will be provided by DCBL on Free of Cost Basis.
- 7. Water and Power # To support the infrastructure DCBL will provide Power to the contractor and the cost of same will be debited @ 2.5% of Contract Value.
- 8. Taxes & Duties: GST and Labour Cess will be reimbursed at actuals. TDS, as applicable, shall be deducted from the payments.

Payment Terms:

The Contractor shall submit the R.A Bill Statement as per the format given by the Employer on a fortnightly basis to the Employer#s Representative for verification. The R.A Bill Statement shall state the amount which the Contractor claims to be payable as per rates agreed. After verification, the Contractor shall submit the R.A Bill as per the format given by the Employer with supporting documents based on the verified R.A. Bill Statement and the same shall be paid after adjusting 5% retention in the following two stages:

(a) 70% (seventy percent) of the net payable amount shall be released within 10 (Ten) days of receipt of the R.A. Bill,



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01,2022

along with relevant documents; and

(b) 30% (thirty percent) of the net payable amount shall be released within 30 (thirty) days of the receipt of the R.A. Bill along with relevant documents by the Employer#s Representative.

The retention of 5% order value will be released after work completion against submission of Performance Bank Guarantee of equivalent amount of Contract Price as per format enclosed valid up to end of Defect Liability Period with 90 days claim period

Liquidated Damages: Applicable @0.50% per week or part thereof subject to maximum of 5% of contract value. GST will be charged extra as applicable. 15 Days grace period shall be considered for applicability of LD terms beyond completion period.

Other Terms:

- a. All equipments and tools in scope of Contractors.
- b. Water and Power for all purposes shall be provided at one point near work site

All other terms as per attached Annexures

Billing Address:

Dalmia Cement (Bharat) Limited, Bengal Cement Works Line-2 VILL: Kullapachuri, PS: Salboni - 721129 (WEST BENGAL)

Delivery Address:

Dalmia Cement (Bharat) Limited, VILL: Kullapachuri, PS: Salboni , Paschim Midnapore, - 721129 (West Bengal)

Registered Address:

DALMIA CEMENT (BHARAT) LI, DALMIAPURAM, DIST: THIRUCHI, TIRUCHIRAPALLI, Tamil Nadu, INDIA -621651. TEL: 91 11 23465100 FAX: 91 11 23313303

General Terms and Conditions:

E - Invoice with IRN (Invoice Reference No) and QR Bar code is mandatory as per GST Act w.e.f. 1st April'2021 for company having annual turnover of more than 50 crores. The non-compliance will result in rejection and return of the Invoices and all the payments will be on hold.

GENERAL TERMS & CONDITIONS OF WORK/SERVICE ORDER

1. Definitions: #Employer# shall mean Dalmia Cement (Bharat) Limited, a Company incorporated under companies act 1956 having its registered office at Registered Office at Dalmiapuram # 621651, District Tiruchirapalli, Tamil Nadu and Head Office at 11th & 12th Floor, Hansalaya Building, 15 Barakhamba Road, New Delhi - 110001, India and shall include their legal representatives, successors and assigns.

"Contractor# shall mean the person, firm or corporation to whom this Work order is issued and shall include Supplier's heirs, executors, administrators, legal representatives, successors and permitted assigns.#Order" shall mean this Work



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

Order and all its attachments and exhibits.#Goods/ Services and /or Materials# shall mean the articles, materials, machinery, equipment, supplies, drawings data and other property and all services including design, delivery, installation, inspection, testing and commissioning specified or required to complete the order unless otherwise specified.Employer and Contractor shall be collectively referred to as #Parties# and singularly as #Party# wherever necessary.

- 2. Scope of work: All work including supply of materials/equipment (if any) shall be completed strictly as per the Scope/Bill of Quantities/Design/Drawing/Specification/Samples or any other attachments and conditions stated on the Order and as modified in writing. Any queries/ clarifications on same should be communicated to the Employer within 6 working days of receipt of this Order and all deviations must be approved by Employer in writing. Any delay in communicating to the Employer will not be considered as a justified reason for delay in delivery/execution.
- 3. Price: Unless otherwise stated in the Order or any amendment made thereof in writing, all prices shall remain fixed for the duration of the Order irrespective of any change in the cost of material and/or labor, and the same shall be subject to GST or any other applicable taxes by the government.
- 4. Completion: Timely completion of work is the essence of this contract. If the work is not completed within the specified period and quality or in case of delays in fulfillment of any terms & conditions of this Order, the Employer has the right to penalize the Contractor by imposing liquidated damages for late/delayed delivery as per terms agreed between the parties and reduced into writing, In the event of further delay, the Employer reserves the right to get the work done from an alternate source at the risk and cost of the Contractor.
- 5. Deviations: This work Order shall be subject to these General terms and conditions and any additional specific conditions referred to in the Order. No deviation shall be made from the requirements of the Order and/or from the General Terms and Conditions unless such deviations are approved in writing by the Employer.
- 6. Acceptance of Order: This Order expressly becomes a binding contract of the terms set herein, when it is accepted by the Contractor. The Contractor shall sign and return the acceptance copy of the order within 10 days of receipt of this work Order, unless otherwise agreed in writing. This Order will be considered as terminated, if not acknowledged within time period agreed between the parties.
- 7. Invoices: Set of invoices along with joint statement and reconciliation statement shall be submitted to the office of the Employer at beginning of each month or any other period as agreed. The invoice shall show clearly whether they cover "part work" or "balance work" and shall indicate the quantity item-wise as well as order number. The final payment shall be made within 30 days or period as specifically agreed between the parties in writing and forming part of this Order after Taking Over of all Goods and Services under the Contract and upon submission of acceptable Bank Guarantees (if applicable).
- 8. Transportation & Storage of material: Unless otherwise specified in the work order, Contractor shall arrange for the



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Paschim Midnapore, WEST BENGAL-721129

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SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

transportation & storage of all its material up to & at Employer#s site for timely completion of the work. The material will be stored at specified place at site on Contractor#s own cost & risk at the space provided by the Employer.

- 9. Inspection: The Employer or his authorized representatives/agent shall have the right of inspection, testing or measurement of the work or any part thereof at any stage during the Construction or Execution of this Order. In case required, the Contractor on demand from the Employer shall carry out relevant tests in an appropriate manner as agreed and free of charge to the Employer. The inspection by the Employer and it#s representative will however not absolve the Contractor of his responsibility of quality and workmanship of the scope of work covered under the order.
- 10. Acceptance of Work: Work shall be accepted subject to inspection and must conform to Employer requirements, Bill of Quantities, Quality plans (specifications/design or approved samples). Payments for work prior to inspection shall not constitute the acceptance thereof. Contractor undertakes that he shall respond within 07 days from the date of rejection advice, if any. The Employer has a right to complete/get completed the work on Contractor#s cost & risk, if Contractor does not respond within 15 days after repeated reminder.
- 11. Taxes/Duties: All kind of taxes/duties and other dues shall be borne by the Contractor. The GST Paid Invoice shall be submitted with proper documents from time to time. The Contractor undertakes that he shall provide the Employer with proof of GST filing at regular intervals without which the amount towards these taxes shall not be paid. Contractor shall also mention the GST number in every bill. TDS, if any will be deducted from every bill submitted by the Contractor.
- 12. Addresses: The addresses of Employer and Contractor shall be the same as mentioned on the Work/Service Order.
- 13. Insurance: Contractor shall take necessary insurance cover for their employees, labors, sub-contractor and material (including transit insurance) engaged for completion of the assignments at Employer#s site. Employer and its employees shall not be liable to pay any damage or compensation for death, accident or injury to people employed by the Contractor and/or damage/theft of materials or to third parties agencies engaged by the Contractor. The Contractor shall produce such policies on demand by Employer.
- 14. Test Certificate: The Contractor will submit copies of test certificates for materials and equipments as called for in the Order, wherever required. Such certificates shall clearly state the Work Order number and item number along with other relevant information in test certificate.
- 15. Packing & Dispatch The Contractor shall ensure that material in his scope is handled in such a way so as to guarantee safe transportation, loading/unloading and storage to site & within site premises. Employer shall not be liable towards damage or loss of this material. The Contractor has to arrange e-way bill for bringing their equipments and any other required material to the site. The Employer will not provide any e-way bill for incoming and outgoing equipment/material.
- 16. Facilities at site: Contractor will make his own arrangement at his own cost for water, electricity, tools, tackles &



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

consumables at site. Contractor will also make arrangement for lodging, boarding and transportation of himself/his employees, labor, sub-contractors and any person engaged directly or indirectly by him.

17. Health, Safety & Environment: The contractor shall ensure adequate precautions towards health & safety of its employees/workmen and environment at site. Adequate resources towards apparel & equipment shall be deployed by the Contractor as required under the law of the land and shall be entirely responsible for the complete safety of their environment, workmen as well as workers at the site.

All the Contractor#s workmen, shall have to be provided with Safety Shoe, Helmet, Gloves (of approved quality), Safety belt (for working at heights) etc at Contractor#s cost. Lungies, dhotis, chapels will not be permitted. Tuck in of shirts is must. All tools, equipment, machinery to be used for carrying out the work will be allowed post production of relevant inspection/fitness certification proofs. If any gas cutting work warrants, Contractor will use only acetylene gas with flash back arresters. LPG cylinders will be allowed as per site safety rules only. All workmen will be screened & Contractor and his workmen shall undergo safety orientation before being permitted to enter.

Notwithstanding the provision of safety appliances and Personal Protective Equipment, whether made by Contractor or by the Employer, it has been specifically agreed by Contractor that for the work in contractor#s scope under this Order, the contractor shall be solely responsible for ensuring safety and be also liable for any civil or criminal action in case of any accident or mishap caused and any proceedings initiated by authorities for any non-compliance or breach thereof. In no case, Employer or its any officer shall be held as responsible towards same.

17.1 Lifting Machines: (Cranes, Hydra, winch etc.) Statutory obligation to be completed before deploying machinery in Employers premises, Registration Certificate, Insurance Certificate. Pollution Certificate.

Test certificate by competent person under Factory rules.

Operator#s license, Operator's eye examination certificate by a qualified eye specialist.

Photocopy of the all above documents should be available at crane/ Hydra driver and one set to be deposited at safety department of the Employer.

17.2 Lifting Tackles: All Lifting tackles e.g. wire rope, D shackles, chains etc should be examined by the competent person authorized under respective State Govt. / Factory rules. For traceability of the test certificate each tool should be punched /tagged according to the no. of Certificate. Photocopy of the all above certificates should be available at site for Inspection and one set to be deposited at safety deptt.

17.3 Other Requirement: All rotating parts of the machines should be guarded. Guard should be provided on the grinding wheel of the grinder and the Contractor shall replace Grinding wheel before the expiry date. All electrical cables are in healthy condition. All electrical extension boards should be equipped with ELCB's. Use of Transformers will not be permitted. You will ensure the use of Rectifier. Transportation of the gas cylinders at site in proper cylinders trolley. Empty and filled cylinders should be stored separately with tags. All gas cutting sets should be equipped with Flash back arrestor and two pressure gauges. All welding cables adequately lugged and Direct Cable earthing is necessarily required for Welding Work. Rain water protection cover should be provided on the welding sets. Scaffolding should be made according to relevant IS specifications and proper approach arrangement for descending ascending to be made.



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

Safety nets must be available in adequate quantity for overhead protection. Fire extinguishers should be available at all hot job sites. No materials allow lifting more than safe working load. While lifting the material packing should be provided on the sharp edges of the material to avoid damage to wire ropes. Any incident/ Near Miss immediately need to inform Concern job supervisor and Safety Officer.

All necessary standard Personal Protective Equipment (#PPE#) (including Safety helmet, safety shoes) to be used according to the nature of the job. For avoiding trips/falls, good housekeeping of the site to be maintained all the time. Medical examination of persons and maintain record of the same. PPE issue register must be made and available for inspection on site. The Contractor undertakes that he shall be committed towards cleanliness and hygiene being maintained at the premises and shall deploy appropriate workforce to adhere to the same. In the event of failure of the Contractor to maintain cleanliness and hygiene being maintained at the premises the Employer shall be at liberty to get the same done at the Contractor#s cost which shall be deducted from his payments/security deposit (as the case may be).

For Employer#s site works (Mechanical/Civil/Others) and reconciliation of material:

To and Fro travelling expenses, food and accommodation for Contractor#s personnel are included in service order amount.

Electricity and Water Supply shall be provided at one point, at free of cost if agreed in the negotiations.

Steel & cement will be in Employer#s Scope. Contractor has to submit the monthly reconciliation statement with each Running Account (#RA#) Bill as per format given by Employer, which will be pre-conditions for release of payment. Scrap for Steel (TOR):- Scrap @2% of total consumed quantity will be allowed subject to deposit the same to Employers stores. Scrap here means for steel below 2mtrs in length. All pieces of reinforcement steel more than 2.0mtrs long will be taken back and considered as full steel.

Scrap for Steel (Structural/Plate):- Employer shall allow 2.5% Wastage and 0.5% Burning Loss.Serviceable steel in length/area will be applicable as :-

Angle/Beam/Channel: - 0.5 (Zero Point Five) meter in length

Plate: - 0.1 (Zero Point One) sq. meter in area.

However, the billing will be on actual weight basis.

Cement: Cement wastage @2% of the total consumed quantity is allowed. Contractor shall return 90% empty bag, else recovery of Rs.2/- per bags will be done by Employer and GST will be extra, if applicable.

In case any discrepancies or excess / careless consumption of material Steel (Plate/Structure) found during reconciliation, recovery @ market rates on the date of reconciliation along with GST, extra as applicable will be done by Employer.

18. Warranty: All work completed against this order shall be guaranteed by the Contractor against any defects in civil construction and/or faulty workmanship for a period of 12 months from the date of completion. All materials, components used for the construction work will be of best quality for the purpose for which it is used. In case of faulty work, the Contractor shall repair/replace same as the case may be within reasonable time at his own cost and this warranty will be



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Dalmia Cement (Bharat)Ltd

Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

PAGE: 9 / 19

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

extended to 12 months from the date of the repair and testing to Employer#s satisfaction level.

- 19. Licenses & Permits: Contractor undertakes that he shall take requisite clearances/ permits from Central/ State Authorities/any other Government authorities as required by the law of land. All official charges towards Government approvals/ permits shall be borne by the Contractor unless agreed and specified in writing against the documentary evidence of such expenditure.
- 20. Confidentiality: Design/Drawing/Specification/Samples supplied with this order shall remain property of the Employer and shall be used by the Contractor exclusively for the work to be completed against this order. The Contractor hereby undertakes that he shall not use the designs, drawings, patterns & any other technical information in any manner, directly or indirectly, for any purpose other than the purpose of executing this order. Contractor shall not make copies of work Order/Amendment or any other commercial data / information or publicize the same. The Contractor is aware that breach of this clause shall lead to civil as well as criminal action against the Contractor.
- 21. Copy Rights & Patent: The Contractor shall fully indemnify the Owner, its employees and users against any action, claim or demand costs of expenses arising from or incurred by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copy right or other protected rights in respect of any materials supplied. All royalties shall be paid directly by the Contractor.
- 22. Assignment: The Employer is entitled to assign the Order or any part thereof, or any right, benefit or interest therein or there under, to any of its affiliates, associates or a group company. However, the Contractor shall not assign the work or any part thereof, or any right, benefit or interest therein or there under, to any third party, without express prior written consent of the Employer. Any assignment, subletting, even though done on written approval of Employer, shall not relieve the Contractor from any obligations, duty, responsibility and/or guarantee under the contract.
- 23. Indemnity # Contractor hereby undertakes that he shall indemnify the Employer and/or assignees in respect of any claim on account of theft, damage, injury or any other loss caused to the Employer/assignee / any other third party due to any Act / negligence by Engineers/Personnel/Sub-contractor employed by the Contractor due to any reason whatsoever, while performing the obligations under this Contract. The Contractor further undertakes that he shall keep the Employer indemnified in relation to any dispute arising out of the present Contract which includes expenses towards any legal action initiated by the Employer against the Contractor due to his breach of terms of this contract or any other damages suffered by him in relation to this contract.
- 24. Statutory Obligation: The Contractor shall take all steps as may be necessary to comply with the various applicable laws/ rules including the provisions of Contract Labor (Regulation & Abolition Act) 1970, Minimum wages Act, 1984, Workman Compensation Act, Employees State Insurance/Workmen Compensation Act, Provident Fund Act, Payment of Bonus Act and all other applicable laws and rules framed, including any statutory approval[s] required from the Central/State Governments, Ministry of Labour. The Contractor undertakes that he shall comply with all applicable laws, circulars/notification issued by State/Central Government and as amended from time to time. The contractor shall



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

PAGE: 10 / 19

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

produce proof of such policies on demand by the Employer.

Compliance to be done under these provisions is the sole responsibility of the contractor. The Cost of compliance is included in the total Cost or Value of Work Order and the Contractor is solely liable and responsible to comply on his own with all applicable provisions of Labour Laws not limiting to Provident Fund (Including EPS, Administrative Charges), Employees State Insurance or Employees Compensation, Payment of Bonus, Leave With Wages if applicable/ Working Hours under the Provisions of Factories Act and Rules, National and Festival holidays as applicable for the State, The Contract Labour Act, Payment of Wages Act, Minimum Wages Act and Gratuity Act as applicable to his establishment or to his workers from time to time. The contractor should possess a valid License, separate ESIC code, PF Code and applicable insurance papers for the contract / service employees for any work at our plant. The contractor should comply with all the necessary returns duly filled with the respective authorities and a copy of the same to be furnished to Employer on requests.

The Contractor undertakes that he shall not engage any child labor/forced labor/unfit labor and persons above age of 58.

It is understood between the parties that they will have no employer-employee and/or Master/servant relationships with Contractor#s employees. It is explicitly understood that Contractor#s employees will not be employees of Employer and shall under no circumstances acquire any lien of employment with the Employer.

The Contractor shall bear the expenses towards medical treatment & allied expenses as well as compensation in case of accidents occurring during the course of employment. If Employer pays any such amount on behalf of the contractor, it will be recovered from contractor#s bill and/or security deposit and/or through other legal procedure.

Contractor shall notify Employer regarding rate of wages, working hours, weekly holidays and should also be displayed in the local language known to the workers at the place of work in a legible manner. Employees deployed by Contractor shall be subject to security check by the security staff and/or authorized person of Employer as per requirements.

- 25. Termination: Employer reserves the right to terminate, suspend or abandon this Order either in part or in full at it#s discretion in the event of breach of any of the conditions mentioned herein. In such an event, Employer shall be entitled to recover all damages and expenses including losses suffered by Employer due to such termination. The Employer reserves the right to terminate this Contract without specifying any reason whatsoever by giving two day#s prior written notice anytime during the term of this Order.
- 26. Force Majeure: . #Force Majeure# shall mean any act of God (including any natural calamity), earthquake, flood, inundation and/or landslide, storm, tempest, hurricane, cyclone, or other extreme atmospheric disturbances, fire, acts of terrorism, epidemic, pandemic, endemic, act of war, hostilities (whether declared or not), strikes, lockouts, lockdown, invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, sabotage etc. affecting the Party or Parties and shall include any other event, condition or circumstance, or combination of events, conditions or circumstances, beyond the reasonable control of the Party(ies) affecting the performance of the obligations under this Order"
- 27. Interpretation: In the event of any conflict between these general terms & conditions of work and Contractor#s



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

PAGE: 11 / 19

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

general conditions of sale, the former will prevail. The general terms and conditions as mentioned herein shall supersede all previous communications written or oral and shall be final and binding on both parties until and unless modified in writing and accepted by both parties. Furthermore, headings are merely for the purpose of general reference only and do not entail any meaning specifically and the contents of the clauses shall prevail.

- 28. Dispute Resolution And Jurisdiction: It agreed and understood between the Parties that in the event of any dispute or differences arising out of or relating to or with reference to or in connection with this Order, including its termination, the same shall be referred to the jurisdiction of the courts at New Delhi only. It is further, agreed and understood between the Parties that in case of any dispute arising out of this Order, the Parties shall refer the disputes to arbitration for the adjudication by a Sole Arbitrator appointed by Employer and the seat of arbitration shall be at New Delhi only.
- 29. Notices # Any notice with reference to this order shall be made in English and sent by Registered Post, speed post and shall be directed by one party to the other party at its respective registered addresses as mentioned above.
- 30. Green Execution #The Contractor/Service Provider is responsible for performing work in compliance with all legal and other requirements of Environmental Management System, taking pollution control measures, controlling wastes, recycling and taking care of Occupational Health and Safety of all personnel as prescribed by law from time to time.
- 31. Severability: In the event any provision of this Order be held void, invalid or inoperative by any court of competent jurisdiction, the remaining provisions of this Order shall not be affected and shall continue in effect and force. The invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.
- 32. Waiver: Either Party#s failure to insist upon or enforce any provision of this Order shall not be construed as a waiver of any provision or right, nor will it constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party. The rights of the parties pursuant to this Order shall be deemed cumulative such that the exercise of one shall not preclude the exercise of other.
- 33. DCBL Cement policy is committed to maintaining highest standard of health, safety and environmental management for its employees and contractors. DCBL Cement requires this standard to be maintained by all personnel working within its premises and sites.

These rules are not intended to restrict contractors or to relieve them of any of their legal obligations to ensure safe working procedures or contractual obligations.

Where doubt arises on any point regarding the application of these rules then advice must be sought from DCBL Plant management or the Safety Officer.

The contractor#s acceptance of the Company#s instructions to carry out the work includes acceptance of these rules for contractors. The attached declaration is required to be completed by the contractor as an acknowledgement of receipt



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

PAGE: 12 / 19

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

and acceptance and a signed copy bearing the contractor#s official stamp must be handed over to the Company prior to the commencement of any work.

COMMENCEMENT OF WORK

No contractor will be permitted to commence any work whatsoever on any of the Company#s facilities without a valid official Purchase Order/ letter of intent or valid Contract first having being issued for the work to be carried out by the contractor.

SAFETY INDUCTION

Every contractor and employees shall receive safety induction before commencing work on any of the Company#s facilities

The minimum period for the induction is two (2) hours and will depend on the risks of the job and will be required to sign a commitment and submit one passport photo for the identity card.

CONSULTATION

Before any work begins, the contractor must consult with the responsible Manager or his representative to discuss the safety aspects of the work to be done and to be advised of any local site rules. Should a problem arise during the course of the contract, which may have implications on the safe completion of the contract, the responsible Manager must be informed accordingly.

MANAGEMENT OF SAFETY AND GOOD WORKING PRACTICES

The contractor will provide the Company with a copy of its Health and Safety Policy and will also furnish evidence that adequate resources, in terms of time, funds, know-how and effort will be applied to ensure effective management of safety and good working practices throughout the work to be done.

The contractor will also ensure:

(a) Competence

That all its employees have sufficient knowledge and experience to carry out the work using good working practices and to account for the risks to themselves in order that the work can be carried out in a safe manner. Certification of competence will be required whenever possible. In particular, where a statutory requirement dictates a training record or certificate is required, these need to be shown to the responsible Manager prior to commencing work.

(b) Information, Instruction and Training

That all it#s employees are informed of any hazards which may exist at the place of work and that they receive such training as may be necessary to carry out the work safely and satisfactorily.

(c) Supervision

That all work undertaken by the contractor is at all times adequately supervised by the contractor#s appointed supervisors or foremen.



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

PAGE: 13 / 19

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

REPORTING OF INCIDENTS

The contractor shall report accidents/incidents; near misses and dangerous occurrences to the responsible Manager immediately and work shall stop to protect the accident scene for investigation purpose. The manager shall help the contractor investigate the accident, review the risk assessment and share the learning with the team before the job commences. If the accident has caused permanent incapacitation the local relevant authority should be informed as per statutory requirement.

FIRST AID

Prior to the commencement of work, the contractor must establish with the Company all details of the first aid equipment available together with the contact person#s telephone and hospital with casualty facility. In the absence of any provision by the Company, the contractor will make suitable arrangements consistent with the risks from the work to be done. SECURITY

Contractors shall notify their arrival and departure on Company facility according to the laid down Company procedures. Entry onto the Company#s facilities for contractors# personnel will only be allowed after issuing of contractor gate passes to each individual contractor#s personnel in accordance with the rules of the Company#s Safety and Security departments.

No gate passes will be issued to any contractor without a valid official Purchase Order.

The Company reserves the right to search contractors# vehicles, personnel or property entering, leaving or present on the Company#s facilities. Any contractor found violating / breaching the Company#s safety standards, rules and regulations is liable to sign the sanction policy statement.

Upon completion of the contract /work gate passes will be handed back to the security department for clearance. Where a contractor is discharged, the contractor should return the gate pass to DCBL.

EMERGENCY MANAGEMENT

The contractor will ensure that any uncontrolled event that has the potential to adversely affect people or the environment shall be acted upon and reported in accordance with site rules immediately e.g. fire, explosion, physical injury, oil spillage. The Company has provided local emergency response management plan details. The contractor will ensure that all his staff and sub-contractors are made aware of local emergency procedures and drill requirements. The Contractor or Sub-contractor must present a safety plan before commencement of work and all contractors and sub-Contractor must be trained on the safety Plan.

One safety Marshall for every 50 workers

PERMIT-TO-WORK & LOTO

Where permit-to-work and LOTO procedure apply, no contractor shall begin work without applying permit-to-work and LOTO procedure The contractor must consult the supervisor to get proper authorization to apply permit-to-work and LOTO procedure.

PROTECTIVE EQUIPMENT AND STANDARDS

It is mandatory for all personnel working in DCBL plant/sites to wear protective safety footwear,



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

PAGE: 14 / 19

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

The following personal protective equipment#s are mandatory on our sites

- 1. Safety helmet for head protection, all contractors are requiring wear Yellow Colour helmet at all time while working in DCBL Plant/ sites Standard EN 397.
- 2. High visibility Jackets: This is orange working garments /overall stitched with 3M High visibility reflective scotch light tape.
- 3. Eye protection this include spectacles and goggles and face shield according to Standard EN 166.
- 4. Safety boots Standard EN 20345
- 5. Seat belts contractor employees operating mobile equipment#s in the factory and those supplying raw materials are subjected use seat belts while driving on the road.

Site specific mandatory personal protective equipment#s

- # Respirators Make 3M 8710 / 8825 Standard EN 149 FFP1 /2
- # Hand gloves: There are different types gloves i.e. cotton, welding hand gloves, PVC etc. according standard EN 388
- # Welding attires: Includes aprons, spurts and a welding suit
- # Safety harness EN 361
- # Hearing protection includes Muffs EN 352-1 and Ear plugs EN 352-2
- # Heat resistant aluminized suits

The above PPE#S are mandatory depending on the job

Contractors must provide their employees with suitable safety footwear, personal protective clothing as per DCBLPPE standard and The employer shall train the employees on use of the safety gears and ensure correct use.

Labour camp layout has to be submitted to DBCL prior to construction and no cooking allowed inside the room

NOTE: Contracted employed to provide catering service he or she shall be responsible shall ensure his employees have under gone annual medical examination as required by the law Shall ensure his employees are safe in the work place by proving them with shoes covering legs to prevent burns, Heat resistant gloves and suction fun to sack fumes in the kitchen and where employees have walk or serve tea in the factory they shall be required to wear High visibility reflective jacket and yellow colour helmets.

WORKING TOOLS AND EQUIPMENT

Contractors must ensure that all working tools and equipment are of sound construction and maintained in a safe condition. In the event that any tool or equipment becomes unsafe or defective it shall be removed from service immediately. The Company reserves the right to remove any contractor#s working tools or equipment that it deems are unsafe for use.

All portable electrical power tools must only be capable of operating at a power supply voltage of 240 volts AC, single phase. The only exceptions are portable welding machines, which are permitted for operation at a power supply voltage of 415 volts AC, three-phase.

Maintenance and storage of contractors# equipment and materials shall be the sole responsibility of the contractors. The



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

PAGE: 15 / 19

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

Company will accept no responsibility for the theft or loss of contractors# equipment or materials from the Company#s site.

HANDRAILS, GUARDS AND FENCING

The removal of handrails, guards, fencing and other protection devices from the Company#s equipment or machinery is both highly dangerous and illegal; it is therefore strictly prohibited.

Guards, protection devices and other safety systems will only be removed from a machine with the agreement and consent of the Company and only after the machine has been switched off, isolated and locked out in accordance with the Company#s rules. Prior to any machine being re-commissioned, all guards, devices or systems will be replaced and secured in position.

CRANES, HOISTS AND LIFTING GEAR

Contractors who bring their own cranes, hoists and lifting gear to the Company#s sites will be required to comply with the statutory requirements relating to periodic testing and examination of such equipment and will provide copies of the appropriate documentation for checking by the Company.

All lifting equipment#s must be certified by Third Party & TPI certificate for respective State to be ensured.

Only second generation hydra to be used with wheel guards and wheel chokes

ACCESS EQUIPMENT

The contractor must ensure that any form of access equipment e.g. ladders, step ladders, scaffolds, access platforms used or intended for use is of sound construction, fit for the purpose and properly maintained in a safe condition. Access equipment must only be used in accordance with recognised practices and procedures. Such equipment should be regularly inspected in compliance with statutory requirements.

WORKING AT HEIGHTS

Where it is necessary to work at heights of more than 1.8 meters, precautions must be taken to prevent persons falling, i.e. safe hand and foot holds, safety harnesses, etc. Wherever working platforms are provided, handrails and toe boards must be fitted. No person is permitted to go onto any Company roof, ceiling or roof void without formal work at height permition (WAH) from the Company.

Where scaffolding is required, it must be erected by a competent scaffolder according to the statutory standards. After erection, scaffolding will not be used until inspected by the Company#s representative and a written approval issued for its use is displayed on the scaffolding. It is mandatory to use a safety harness when working on scaffolding.

All safety harnesses to be used by contractors# employees must be provided by their employer and the harness must be of an approved type with twin tail lanyard with two hocks. The adequacy of the proposed anchorage should be confirmed with the responsible Manager.

Fall protection (Life line and full body harness with double lanyard) to be ensured during height work activity.

MANUAL HANDLING OPERATIONS

Where there is a need for contractor#s staff to lift or move loads manually, the contractor will ensure that adequate consideration is given to the key elements of task, load, individual capability and the working environment to ensure that



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

PAGE: 16 / 19

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

personnel are not put at risk by such operations.

WORK IN CONFINED SPACES

The term confined space has a wide definition and includes the following:

- # Any closed tank, silo or vessel
- # Large ducts
- # Enclosed drains or sewers
- # Kilns, mills, cyclones, separators and furnaces.
- # Equipment housing
- # Closed and unventilated rooms

The main risks to be considered with these are toxic, flammable or explosive gases, dust, fumes and vapours or an atmosphere deficient in oxygen. The possibility of engulfment should also be considered, together with any need for secure isolation of any feed mechanisms or pipe work servicing such confined spaces.

This objective will be achieved by personnel not entering any confined space until a Permit to Work has been prepared and the necessary safe working procedure established with the Company well in advance of the work, which specifies the precautions, controls and relevant personal protective equipment. The agreed controls must be fully implemented.

BUILDING AND CONSTRUCTION WORK (INCLUDING DISMANTLING AND DEMOLITION)

All building and construction work must fully comply with the statutory standards which have been laid down for such work to be carried out. Particularly contractors are required to provide any relevant information for the safety file related to the work they are involved with and to discuss with the Company#s representative on a regular basis during the course of such work.

EXCAVATIONS AND UNDERGROUND SERVICES

Prior to any excavation work on any Company site, the contractor must ensure that a written Permit To Work is prepared in consultation with the Company, indicating the location of any underground services such as electric cables, oil pipes, water pipes, gas mains, telecommunications networks, drains, sewers, etc. If the Company is not able to provide this information, then the contractor must not proceed until he can demonstrate to the Company that such services are satisfactorily located and identified. Appropriate excavation precautions must then be taken throughout the work. Aluminum ladder to be purchased for excavation work and hard barricading with two layer of all around the excavated pits.

FIRE PRECAUTIONS

All contractors shall familiarize themselves and their employees with the Company#s firefighting equipment and precautions as well as emergency procedures.

Before leaving the Company#s premises and sites, contractors must ensure that all naked lights and other ignition sources have been extinguished and electrical apparatus switched off.



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

PAGE: 17 / 19

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

The contractor and all its employees should be familiar and trained on the DCBL site emergency response plan.

WELDING AND FLAME/ARC CUTTING OPERATIONS

Prior to any welding or flame/arc cutting operation taking place, the contractor must demonstrate that risk assessment for flammable hidden hazards has been carried out and the precautions to be taken to prevent exposure to the hazards have been identified. Therefore, contractors are required to ensure that their employees are provided with personal protection and where necessary protective screens are erected.

In all instances where welding or similar work is taking place, the necessary Permit To Work conditions will be agreed with the responsible Manager beforehand. There will be readily available adequate means to fight a fire. Sufficient provision will be made for #end of work# checks for fire potential.

Fire blanket to be provided on LPG during gas cutting activity with NRV (Flashback Arrestor on both sides) & Trolley.

ELECTRICAL WORK

All work on electrical systems or equipment will be carried out #dead#, securely isolating the conductors to be worked on. #Live working# will not be permitted under any circumstances whatsoever.

If an electrical contractor is faced with exceptional circumstances outside the above criteria, which in his opinion requires work to be carried out #live#, he must consult with the responsible Manager who will make arrangements with the Company#s Electrical section for the appropriate action to be taken.

All power tools test to be carried as per DCBL standard before using at site

Proper Electrical connections to be given for all power tools with ELCB & with proper Earthing.

SUBSTANCES HAZARDOUS TO HEALTH

No contractor will be permitted to carry out any activity whatsoever which might use or create substances that may be classified as hazardous to health.

NOISE

Contractors who bring their own plant and machinery onto any site must be able to provide information on noise levels emitted by their machines. Noise levels from contractor#s activities must be fully considered in terms of their impact on contractor#s personnel, the Company#s staff and the neighborhood. If there is any doubt about the potential effects or the methods of control, the issues should be fully discussed with the Company.

The preferred method of control is by engineering means and contractors must ensure that this option is considered first. If this is not possible, then it may be possible to control exposure to noise by shielding or minimising the exposure time. The use of hearing protection must be seen as an absolute last resort.

Information on existing plant site noise levels will be provided by the Company. Where signs are located indicating #Ear Protection Zones#, then this means that noise levels exceed 85 dB(A) and suitable ear protection must be worn at all times when in those areas.

RADIATION

No radioactive substance may be brought on to any Company site or used by contractors in any process for conducting any tests unless notice of such intention is given in writing to the Company.

SITE VEHICLES



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

PAGE: 18 / 19

www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

All site vehicles used on Company premises must be maintained in accordance with manufacturer#s instructions and must comply with company standards. The Company reserves the right to ask for details of the last maintenance record of the vehicle. Vehicles used on site and their method of use must conform to local site rules.

Contractors# employees who drive on the Company#s site must strictly adhere to the statutory requirements, rules and traffic signs existing on site and be fully aware of any transport routes which may apply, (e.g. One Way Road systems) and of any other Site Rules to which they must conform.

Contractors and their employees, whether as drivers or pedestrians, must observe local site rules and should always observe caution when in the vicinity of site vehicles. Pedestrian access routes provided must be used whenever possible.

HOUSEKEEPING

Waste and other debris from the contractor#s working site must be prevented from accumulating and waste materials must be removed daily. All floors, steps, stairs, passageways, gangways and fire exits shall be kept free from any obstruction. Spillage must be promptly and adequately cleaned up, and constant attention maintained to prevent persons slipping, stumbling or falling.

SAFETY MANAGEMENT

DCBL has a responsible approach to the Safety and operates to clearly define safety policies. When operating on any Company site, contractors are deployed qualified safety officer.

Qualified Safety Officer (Minimum-05 yrs experience in field of safety with Diploma in any branch of engineering/B.Sc. with Diploma in Industrial Safety management. along with safety Supervisor depend on nos. of workers. For Example #If workmen#s no#s is less than 50 then deploy 01 safety officer. So as per DCBL Policy & Factory Act 1948 for every 50 no#s of workers need 01 safety supervisor for compliance of rules.

Ensure Safety induction of all the workers & employees before engaging at work

WFI FARE

Where the Company#s facilities are not available, the contractor needs to make adequate welfare provisions for its employees.

ALCOHOL, DRUGS SMOKING & CHEWING

All personnel working on the company premises are expected to be alcohol, drug, smoking & tobacco chewing free. All personnel shall be subjected to alcohol tests.

THE RESPONSIBILITY OF ISSUE OF E-WAY BILL WILL BE OF SUPPLIER, DISPATCHING THE MATERIAL IRRESPECTIVE OF EX WORKS OR FOR DELIVERY TERMS



Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

VILL: Kullapachuri PS: Salboni

Paschim Midnapore, WEST BENGAL-721129

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SERVICE ORDER

To, PO Number : 4548009829 / PS1 SHUBHAM ENGINEERING PO Date : 04.01.2022

END OF PO

THIS IS A COMPUTER GENERATED STATEMENT, SIGNATURE MAY NOT BE REQUIRED

For Dalmia Cement (Bharat) Limited Bengal Cement Works Line-2

Accepted unconditionally by SHUBHAM ENGINEERING

Authorised Signatory

Authorised Signatory (Sign & Seal)

PAGE: 19 / 19

Bengal Cement Works Line-2 Vill:- Kullapachuri PS:- Salboni Paschim Midnapur, West Bengal- 721129

DEPARTMENT NOC FOR CONTRACTOR ON FULL & FINAL SETELMENT

Contractor's Name :-

M/s. Shubham Engineering

Address :-

Line-2 Project, BCW, Medinipur

S.N	Department	Amt. to be deducted (If any)	Signature	Remark (If any)
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7	Commercial			
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DALMIA CEMENT (BHARAT) LTD Bokaro Cement Manufacturing Works VILLAGE GORABALI, BALIDIH PHASA-4 PO - Balidih BOKARO JHARKHAND-827014

SERVICE ORDER

To, **SHUBHAM ENGINEERING**

LIG 162. M P NAGAR NIHARIKA, KORBA

KORBA

Chhattisgarh 495677 INDIA Phone: 8250472026

Email : shubhamengg39@gmail.com

GST No: 22ARXPR2928N1ZY

PAN No: ARXPR2928N

MSME No:

PO Number

www.dalmiacement.com

: 4999000269 / 271

PAGE: 1 / 22

PO Date : 03.10.2022

Amendment No : 4

Amendment Date : 18.04.2023

Offer Ref

Contact Person : Manish Sharma **Telephone** : 8058482708

Fax Number

Vendor Code : 1250214334

Currency : INR Validity Date : to Email :

Kind Attn: RAJESH KUMAR

Dear Madam/Sir,

We are pleased to place an order on you for the following material Service subject to terms and conditions printed below / attached with the order.

Item	Service Activity Code/Specification	Quantity	Unit	Price	Amount
10	Mechanical Fabrication & erection Work	1.000	AU		2,212,013.70
	54014091/FAB.STRUCT STEEL-MARK, CUT&TACK WELDING	5.000	MT	6,250.00	31,250.00
2	54014092/FAB.OF STRUCTURAL STEEL-FINAL WELDING	5.000	MT	3,750.00	18,750.00
3	54014093/FAB.STRUCTURAL STEEL-RED OXIDE PAINTING	5.000	MT	1,250.00	6,250.00
4	54014094/FAB.STRUCT. STEEL-INSPECTION CLEARANCE	5.000	MT	1,250.00	6,250.00
5	54014095/FAB.PLATES-MARKING,CUTTING& TACK WELDING	3.000	MT	6,250.00	18,750.00
6	54014096/FABRICATION OF PLATES-FINAL WELDING	3.000	MT	3,750.00	11,250.00
7	54014097/FABRICATION OF PLATES-RED OXIDE PAINTING	3.000	MT	1,250.00	3,750.00
8	54014098/FAB. OF PLATES-INSPECTION CLEARANCE	3.000	MT	1,250.00	3,750.00
9	54019998/PLATE FAB-UPTO 6MM-MARK, CUT, TACK WELD	0.001	MT	6,750.00	6.75
10	54019999/PLATE FAB-UPTO 6MM-FINAL WELDING	0.001	MT	4,050.00	4.05
11	54020000/PLATE FAB-UPTO 6MM-RED OXIDE PAINT	0.001	MT	1,350.00	1.35
12	54020001/PLATE FAB-UPTO 6MM-INSPECTION CLEARANCE	0.001	MT	1,350.00	1.35
13	54020003/EREC OF P&M-UNLOAD OF EQUIP	40.000	MT	600.00	24,000.00



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SERVICE ORDER

To, SHUB	HAM ENGINEERING	PO Number PO Date		: 4999000269 / 271 : 03.10.2022	
14	54006818/EREC OF PLANT&MAC LACEMENT ON FOUNDATION	40.000	MT	4,200.00	168,000.00
15	54006820/EQUIP ERE OF PLNT&MAC-INIT ALIGN	40.000	MT	3,600.00	144,000.00
16	54006821/EQUIP EREC OF PLNT&MAC-FINAL ALIGNMENT	40.000	MT	2,400.00	96,000.00
17	54006822/EQUIP EREC OF PLNT&MAC-NO LOAD TRAIL	40.000	MT	600.00	24,000.00
18	54020004/EREC OF P&M-COMMISSINING ON NOLOAD TRIAL	40.000	MT	600.00	24,000.00
19	54006823/ERECT OF PLATE-PLACEMENT OF FOUNDATION	12.000	MT	6,000.00	72,000.00
20	54006824/ERECTION OF PLATE WORK-INITIAL ALIGNMENT	12.000	MT	2,400.00	28,800.00
21	54006825/ERECTION OF PLATE WORK-FINAL ALIGNMENT	12.000	MT	2,400.00	28,800.00
22	54006826/ERECT OF PLATE WORK-INSPECTION CLEARANCE	12.000	MT	1,200.00	14,400.00
23	54020005/EREC-PLATE-VENT,CHUTE. DOOR-LIGHT WEIGHT	10.000	MT	11,000.00	110,000.00
24	54020006/EREC OF PACKING PLATE	3.000	MT	12,500.00	37,500.00
25	54006827/ERECT OF STRUCT WORK PLCMNT OF FNDN	70.000	MT	6,000.00	420,000.00
26	54006828/ERECT OF STRUCT WORK-INITIAL ALIGNMENT	70.000	MT	2,400.00	168,000.00
27	54006829/ERECT OF STRUCT WORK-FINAL ALIGNMENT	70.000	MT	2,400.00	168,000.00
28	54006830/EREC OF STRUCT WORK-INSPECTION CLEARANCE	70.000	MT	1,200.00	84,000.00
29	54020007/GRATING EREC-PLACEMENT OF FOUNDATION	20.000	MT	4,000.00	80,000.00
30	54020008/GRATING EREC-INTIAL ALIGNMENT	20.000	MT	1,600.00	32,000.00
31	54020009/GRATING EREC-FINAL ALIGNMENT & GROUTING	20.000	MT	1,600.00	32,000.00
32	54020010/GRATING EREC-FINAL INSPECTION CLEARANCE	20.000	MT	800.00	16,000.00



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SERVICE ORDER

To, SHUB	HAM ENGINEERING	PO Number PO Date	,	: 4999000269 / 271 : 03.10.2022	
33	54006811/FAB & ERE OF HANDRAILING WTH TOE GUARD	200.000	RMT	400.00	80,000.00
34	54020011/FAB&EREC OF HAND RAIL WITHOUT TOE GUARD	75.000	RMT	350.00	26,250.00
35	54020012/CHEQUERED PLATE ERECTION	5.000	MT	12,000.00	60,000.00
36	54020013/DECK PLATE ERECTION	3.000	MT	13,500.00	40,500.00
37	54006803/LAYING OF RUBBER CONVEYOR BELT	250.000	M	400.00	100,000.00
38	54006809/PAINTING OF STEEL STRUCT WT 2COAT ENAMEL	15.000	MT	2,250.00	33,750.00
39	54003103/ENAMEL PAINTING TWO COATS	0.001	M2	200.00	0.20
	IN:Integrated GST 18.00%				398,162.47
	Taxes on the PO:				398,162.47
	Item Total Value				2,610,176.17

Item	Service Activity Code/Specification	Quantity	Unit	Price	Amount
20	Mechanical Fabrication & erection Work	1.000	AU		3,752,000.13
	1 54020003/EREC OF P&M-UNLOAD OF EQUIP	110.000	MT	600.00	66,000.00
	2 54006818/EREC OF PLANT&MAC LACEMENT ON FOUNDATION	110.000	MT	4,200.00	462,000.00
	3 54006820/EQUIP ERE OF PLNT&MAC-INIT ALIGN	110.000	MT	3,600.00	396,000.00
	4 54006821/EQUIP EREC OF PLNT&MAC-FINAL ALIGNMENT	110.000	MT	2,400.00	264,000.00
	5 54006822/EQUIP EREC OF PLNT&MAC-NO LOAD TRAIL	110.000	MT	600.00	66,000.00
	6 54020004/EREC OF P&M-COMMISSINING ON NOLOAD TRIAL	110.000	MT	600.00	66,000.00
	7 54006827/ERECT OF STRUCT WORK PLCMNT OF FNDN	160.000	MT	6,000.00	960,000.00
	8 54006828/ERECT OF STRUCT WORK-INITIAL ALIGNMENT	160.000	MT	2,400.00	384,000.00
	9 54006829/ERECT OF STRUCT WORK-FINAL ALIGNMENT	160.000	MT	2,400.00	384,000.00
	10 54006830/EREC OF STRUCT WORK-INSPECTION	160.000	MT	1,200.00	192,000.00



DALMIA CEMENT (BHARAT) LTD Bokaro Cement Manufacturing Works VILLAGE GORABALI, BALIDIH PHASA-4 PO - Balidih BOKARO JHARKHAND-827014 www.dalmiacement.com

SERVICE ORDER

To, SHUBHAM ENGINEERING	PO Numbe PO Date	r	: 4999000269 / 271 : 03.10.2022	
CLEARANCE				
11 54020007/GRATING EREC-PLACEMENT OF FOUNDATION	5.000	MT	4,000.00	20,000.00
12 54020008/GRATING EREC-INTIAL ALIGNMENT	5.000	MT	1,600.00	8,000.00
13 54020009/GRATING EREC-FINAL ALIGNMENT & GROUTING	5.000	MT	1,600.00	8,000.00
14 54020010/GRATING EREC-FINAL INSPECTION CLEARANCE	5.000	MT	800.00	4,000.00
15 54006811/FAB & ERE OF HANDRAILING WTH TOE GUARD	300.000	RMT	400.00	120,000.00
16 54020012/CHEQUERED PLATE ERECTION	2.500	MT	12,000.00	30,000.00
17 54006803/LAYING OF RUBBER CONVEYOR BELT	255.000	М	400.00	102,000.00
18 54006813/DRILL & FIXING OF 12MM ANCHOR FASTENERS	0.001	PC	55.00	0.06
19 54007156/DRILL & FIXING OF 16MM ANCHOR FASTENERS	0.001	PC	65.00	0.07
20 54006819/COMPRESSED AIR & WATER PIPELINE INC FIT.	1,000.000	IDM	220.00	220,000.00
IN:Integrated GST 18.00%				675,360.02
Taxes on the PO:				675,360.02
Item Total Value				4,427,360.15

Item	Service Activity Code/Specification	Quantity	Unit	Price	Amount
30	Mechanical Fabrication & erection Work	1.000	AU		953,200.00
	1 54006823/ERECT OF PLATE-PLACEMENT OF FOUNDATION	2.000	MT	6,000.00	12,000.00
	2 54006824/ERECTION OF PLATE WORK-INITIAL ALIGNMENT	2.000	MT	2,400.00	4,800.00
	3 54006825/ERECTION OF PLATE WORK-FINAL ALIGNMENT	2.000	MT	2,400.00	4,800.00
	4 54006826/ERECT OF PLATE WORK-INSPECTION CLEARANCE	2.000	MT	1,200.00	2,400.00
	5 54020003/EREC OF P&M-UNLOAD OF EQUIP	10.000	MT	600.00	6,000.00



DALMIA CEMENT (BHARAT) LTD Bokaro Cement Manufacturing Works VILLAGE GORABALI, BALIDIH PHASA-4 PO - Balidih BOKARO JHARKHAND-827014 www.dalmiacement.com

SERVICE ORDER

То,		PO Number		: 4999000269 / 271	
SHUBHAM ENGINEERING		PO Date		: 03.10.2022	
6 54006818/E FOUNDATI	EREC OF PLANT&MAC LACEMENT ON ON	10.000	MT	4,200.00	42,000.00
7 54006820/E	EQUIP ERE OF PLNT&MAC-INIT ALIGN	10.000	MT	3,600.00	36,000.00
	3 54006821/EQUIP EREC OF PLNT&MAC-FINAL ALIGNMENT		MT	2,400.00	24,000.00
9 54006822/E TRAIL	EQUIP EREC OF PLNT&MAC-NO LOAD	10.000	MT	600.00	6,000.00
10 54020004/E NOLOAD T	EREC OF P&M-COMMISSINING ON RIAL	10.000	MT	600.00	6,000.00
11 54006827/E FNDN	ERECT OF STRUCT WORK PLCMNT OF	20.000	MT	6,000.00	120,000.00
12 54006828/E ALIGNMEN	ERECT OF STRUCT WORK-INITIAL T	20.000	MT	2,400.00	48,000.00
	54006829/ERECT OF STRUCT WORK-FINAL ALIGNMENT		MT	2,400.00	48,000.00
14 54006830/E CLEARANO	EREC OF STRUCT WORK-INSPECTION CE	20.000	MT	1,200.00	24,000.00
15 54020007/0 FOUNDATI	GRATING EREC-PLACEMENT OF ON	10.000	MT	4,000.00	40,000.00
16 54020008/0	5 54020008/GRATING EREC-INTIAL ALIGNMENT		MT	1,600.00	16,000.00
17 54020009/0 GROUTING	GRATING EREC-FINAL ALIGNMENT &	10.000	MT	1,600.00	16,000.00
18 54020010/0 CLEARANO	GRATING EREC-FINAL INSPECTION CE	10.000	MT	800.00	8,000.00
19 54006811/F GUARD	FAB & ERE OF HANDRAILING WTH TOE	250.000	RMT	400.00	100,000.00
20 54006803/L	AYING OF RUBBER CONVEYOR BELT	500.000	М	400.00	200,000.00
21 54006819/0 INC FIT.	COMPRESSED AIR & WATER PIPELINE	860.000	IDM	220.00	189,200.00
IN:Integrate	ed GST 18.00%				171,576.00
Taxes on t	he PO:				171,576.00
Item Total	Value				1,124,776.00
PO Basic Value					6,917,213.83
Total Tax				1,245,098.49	



DALMIA CEMENT (BHARAT) LTD
Bokaro Cement Manufacturing Works
VILLAGE GORABALI, BALIDIH PHASA-4
PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4999000269 / 271

SHUBHAM ENGINEERING PO Date : 03.10.2022

Total PO Value 8,162,312.32

Total Value in words : RUPEES EIGHTY ONE LAKH SIXTY TWO THOUSAND THREE HUNDRED TWELVE AND

THIRTY TWO PAISE

Price Basis/INCOTERM

Payment Terms:

95% RA Bill + 5% PBG / Retention

Other Terms And Conditions:

Header text

Amend: Order value increased to Rs. 65.12 Lac

Amend:

Hydra / Farana required for the work shall be in DCBL scope.

- 1. Completion Period: 3 Month from site mobilization.
- 2. The Contractor shall complete the mobilization within 5 days of order confirmation.
- 3. Contractor to follow all safety and statutory norms during execution of work.
- 4. Labour Hutment will be in contractor scope however land will be made available by DCBL.
- 5. Power & Water will be provided free of cost by DCBL for constructional purpose at single point and further distribution in vendor scope.
- 6. Structural Steel & Grating & Sheeting: DCBL Scope with wastage limit as below:

Structural Steel: 3% Grating & Sheeting: 2%

- 7. Steel may be offloaded at site location however if required loading, transportation and unloading from store to fabrication yard will be in vendor's scope only.
- 8. Contract value variation: Work will be carried on actual qty basis irrespective of order value as an open order.
- 9. Unit rate validity: Till project completion.
- 10. Taxes & Duties: GST shall be paid extra as applicable. Labour Cess will be reimbursed at actuals. TDS, as applicable, shall be deducted from the payments.
- 11. All statutory requirement PF, ESIC, etc. including Covid-19 will be in vendor's scope.
- 12. All required crane shall be provided by DCBL on FOC basis.
- 13. Payment terms:

The Contractor shall submit the R.A Bill Statement as per the format given by the Employer on a monthly basis to the Employer's Representative for verification. The R.A Bill Statement shall state the amount which the Contractor claims to be payable during that month as per rates agreed. After verification, the Contractor shall submit the R.A Bill as per the



DALMIA CEMENT (BHARAT) LTD
Bokaro Cement Manufacturing Works
VILLAGE GORABALI, BALIDIH PHASA-4
PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 7 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

format given by the Employer with supporting documents based on the verified R.A. Bill Statement and the same shall be paid with GST after adjusting 5% retention in the following two stages:

- (a) 70% (seventy percent Ad-Hoc advance) of the net payable amount shall be released within 10 (Ten) days of receipt of the R.A. Bill, along with relevant documents; and
- (b) 30% (thirty percent) of the net payable amount shall be released within 30 (thirty) days of the receipt of the R.A. Bill along with relevant documents by the Employer's Representative.
- # The retention of 5% order value will be released after work completion against submission of Performance Bank Guarantee of equivalent amount of Contract Price as per format enclosed valid up to end of Defect Liability Period (12 Months) with 90 days claim period.

Liquidated Damages: Applicable @0.50% per week or part thereof subject to maximum of 5% of contract value. GST will be charged extra as applicable.

- S. No. Supplying Labour Rate (For 8 Hours) (For OT/ Hours)
- 1 Supervisor 900 113
- 2 Unskilled Helper 500 63
- 3 Mill Wright Fitter 1400 175
- 4 Fabricator 1200 150
- 5 Fitter 800 100
- 6 Welder 670 84
- 7 Rigger Foreman 1100 138
- 8 Rigger 670 84
- 9 Khalasi 560 70
- 10 Painter 520 65
- 11 Gas cutter with all equipment 670 84
- 12 Grinder 650 81

Note: In case any terms & condition are in contradictory to general T&C mentioned herein under, above T&C will prevail and supersede.

Billing Address:

DALMIA CEMENT (BHARAT) LTD, Bokaro Cement Manufacturing Works VILLAGE GORABALI, BALIDIH PHASA-4,



DALMIA CEMENT (BHARAT) LTD
Bokaro Cement Manufacturing Works
VILLAGE GORABALI, BALIDIH PHASA-4
PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 8 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

PO - Balidih - 827014 (JHARKHAND)

Delivery Address:

DALMIA CEMENT (BHARAT) LTD, Bokaro Cement Manufacturing Works VILLAGE GORABALI, BALIDIH PHASA-4, PO - Balidih , BOKARO - 827014 (Jharkhand)

Registered Address:

Dalmia Cement (Bharat) Limited, DALMIAPURAM, DIST: THIRUCHI, TIRUCHIRAPALLI, Tamil Nadu, INDIA -621651. TEL: 91 11 23465100 FAX: 91 11 23313303

General Terms and Conditions:

E - Invoice with IRN (Invoice Reference No) and QR Bar code is mandatory as per GST Act w.e.f. 1st April'2022 for company having annual turnover of more than 10 crores. The non-compliance will result in rejection and return of the Invoices and all the payments will be on hold.

GENERAL TERMS & CONDITIONS OF WORK/SERVICE ORDER

- 1. Definitions: #Employer" shall mean Dalmia Cement (Bharat) Limited , a Company incorporated under companies act 1956 having its registered office at Registered Office at Dalmiapuram # 621651, District Tiruchirapalli, Tamil Nadu and Head Office at 11th & 12th Floor, Hansalaya Building, 15 Barakhamba Road, New Delhi 110001, India and shall include their legal representatives, successors and assigns.
- "Contractor" shall mean the person, firm or corporation to whom this Work order is issued and shall include Supplier's heirs, executors, administrators, legal representatives, successors and permitted assigns.#Order" shall mean this Work Order and all its attachments and exhibits.#Goods/ Services and /or Materials" shall mean the articles, materials, machinery, equipment, supplies, drawings data and other property and all services including design, delivery, installation, inspection, testing and commissioning specified or required to complete the order unless otherwise specified.Employer and Contractor shall be collectively referred to as #Parties" and singularly as #Party" wherever necessary.
- 2. Scope of work: All work including supply of materials/equipment (if any) shall be completed strictly as per the Scope/Bill of Quantities/Design/Drawing/Specification/Samples or any other attachments and conditions stated on the Order and as modified in writing. Any queries/ clarifications on same should be communicated to the Employer within 6 working days of receipt of this Order and all deviations must be approved by Employer in writing. Any delay in communicating to the Employer will not be considered as a justified reason for delay in delivery/execution.
- 3. Price: Unless otherwise stated in the Order or any amendment made thereof in writing, all prices shall remain fixed for the duration of the Order irrespective of any change in the cost of material and/or labor, and the same shall be subject to GST or any other applicable taxes by the government.
- 4. Completion: Timely completion of work is the essence of this contract. If the work is not completed within the specified period and quality or in case of delays in fulfillment of any terms & conditions of this Order, the Employer has



DALMIA CEMENT (BHARAT) LTD
Bokaro Cement Manufacturing Works
VILLAGE GORABALI, BALIDIH PHASA-4
PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 9 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

the right to penalize the Contractor by imposing liquidated damages for late/delayed delivery as per terms agreed between the parties and reduced into writing, In the event of further delay, the Employer reserves the right to get the work done from an alternate source at the risk and cost of the Contractor.

- 5. Deviations: This work Order shall be subject to these General terms and conditions and any additional specific conditions referred to in the Order. No deviation shall be made from the requirements of the Order and/or from the General Terms and Conditions unless such deviations are approved in writing by the Employer.
- 6. Acceptance of Order: This Order expressly becomes a binding contract of the terms set herein, when it is accepted by the Contractor. The Contractor shall sign and return the acceptance copy of the order within 10 days of receipt of this work Order, unless otherwise agreed in writing. This Order will be considered as terminated, if not acknowledged within time period agreed between the parties.
- 7. Invoices: Set of invoices along with joint statement and reconciliation statement shall be submitted to the office of the Employer at beginning of each month or any other period as agreed. The invoice shall show clearly whether they cover "part work" or "balance work" and shall indicate the quantity item-wise as well as order number. The final payment shall be made within 30 days or period as specifically agreed between the parties in writing and forming part of this Order after Taking Over of all Goods and Services under the Contract and upon submission of acceptable Bank Guarantees (if applicable).
- 8. Transportation & Storage of material: Unless otherwise specified in the work order, Contractor shall arrange for the transportation & storage of all its material up to & at Employer's site for timely completion of the work. The material will be stored at specified place at site on Contractor's own cost & risk at the space provided by the Employer.
- 9. Inspection: The Employer or his authorized representatives/agent shall have the right of inspection, testing or measurement of the work or any part thereof at any stage during the Construction or Execution of this Order. In case required, the Contractor on demand from the Employer shall carry out relevant tests in an appropriate manner as agreed and free of charge to the Employer. The inspection by the Employer and it's representative will however not absolve the Contractor of his responsibility of quality and workmanship of the scope of work covered under the order.
- 10. Acceptance of Work: Work shall be accepted subject to inspection and must conform to Employer requirements, Bill of Quantities, Quality plans (specifications/design or approved samples). Payments for work prior to inspection shall not constitute the acceptance thereof. Contractor undertakes that he shall respond within 07 days from the date of rejection advice, if any. The Employer has a right to complete/get completed the work on Contractor's cost & risk, if Contractor does not respond within 15 days after repeated reminder.
- 11. Taxes/Duties: All kind of taxes/duties and other dues shall be borne by the Contractor. The GST Paid Invoice shall be submitted with proper documents from time to time. The Contractor undertakes that he shall provide the Employer with proof of GST filing at regular intervals without which the amount towards these taxes shall not be paid. Contractor



DALMIA CEMENT (BHARAT) LTD
Bokaro Cement Manufacturing Works
VILLAGE GORABALI, BALIDIH PHASA-4
PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 10 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

shall also mention the GST number in every bill. TDS, if any will be deducted from every bill submitted by the Contractor.

- 12. Addresses: The addresses of Employer and Contractor shall be the same as mentioned on the Work/Service Order.
- 13. Insurance: Contractor shall take necessary insurance cover for their employees, labors, sub-contractor and material (including transit insurance) engaged for completion of the assignments at Employer's site. Employer and its employees shall not be liable to pay any damage or compensation for death, accident or injury to people employed by the Contractor and/or damage/theft of materials or to third parties agencies engaged by the Contractor. The Contractor shall produce such policies on demand by Employer.
- 14. Test Certificate: The Contractor will submit copies of test certificates for materials and equipments as called for in the Order, wherever required. Such certificates shall clearly state the Work Order number and item number along with other relevant information in test certificate.
- 15. Packing & Dispatch The Contractor shall ensure that material in his scope is handled in such a way so as to guarantee safe transportation, loading/unloading and storage to site & within site premises. Employer shall not be liable towards damage or loss of this material. The Contractor has to arrange e-way bill for bringing their equipments and any other required material to the site. The Employer will not provide any e-way bill for incoming and outgoing equipment/material.
- 16. Facilities at site: Contractor will make his own arrangement at his own cost for water, electricity, tools, tackles & consumables at site. Contractor will also make arrangement for lodging, boarding and transportation of himself/his employees, labor, sub-contractors and any person engaged directly or indirectly by him.
- 17. Health, Safety & Environment: The contractor shall ensure adequate precautions towards health & safety of its employees/workmen and environment at site. Adequate resources towards apparel & equipment shall be deployed by the Contractor as required under the law of the land and shall be entirely responsible for the complete safety of their environment, workmen as well as workers at the site.

All the Contractor's workmen, shall have to be provided with Safety Shoe, Helmet, Gloves (of approved quality), Safety belt (for working at heights) etc at Contractor's cost. Lungies, dhotis, chapels will not be permitted. Tuck in of shirts is must. All tools, equipment, machinery to be used for carrying out the work will be allowed post production of relevant inspection/fitness certification proofs. If any gas cutting work warrants, Contractor will use only acetylene gas with flash back arresters. LPG cylinders will be allowed as per site safety rules only. All workmen will be screened & Contractor and his workmen shall undergo safety orientation before being permitted to enter.

Notwithstanding the provision of safety appliances and Personal Protective Equipment, whether made by Contractor or by the Employer, it has been specifically agreed by Contractor that for the work in contractor's scope under this Order, the contractor shall be solely responsible for ensuring safety and be also liable for any civil or criminal action in case of any accident or mishap caused and any proceedings initiated by authorities for any non-compliance or breach thereof.



DALMIA CEMENT (BHARAT) LTD
Bokaro Cement Manufacturing Works
VILLAGE GORABALI, BALIDIH PHASA-4
PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 11 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

In no case, Employer or its any officer shall be held as responsible towards same.

17.1 Lifting Machines: (Cranes, Hydra, winch etc.) Statutory obligation to be completed before deploying machinery in Employers premises, Registration Certificate, Insurance Certificate. Pollution Certificate.

Test certificate by competent person under Factory rules.

Operator's license, Operator's eye examination certificate by a qualified eye specialist.

Photocopy of the all above documents should be available at crane/ Hydra driver and one set to be deposited at safety department of the Employer.

17.2 Lifting Tackles: All Lifting tackles e.g. wire rope, D shackles, chains etc should be examined by the competent person authorized under respective State Govt. / Factory rules. For traceability of the test certificate each tool should be punched /tagged according to the no. of Certificate. Photocopy of the all above certificates should be available at site for Inspection and one set to be deposited at safety deptt.

17.3 Other Requirement: All rotating parts of the machines should be guarded. Guard should be provided on the grinding wheel of the grinder and the Contractor shall replace Grinding wheel before the expiry date. All electrical cables are in healthy condition. All electrical extension boards should be equipped with ELCB's. Use of Transformers will not be permitted. You will ensure the use of Rectifier. Transportation of the gas cylinders at site in proper cylinders trolley. Empty and filled cylinders should be stored separately with tags. All gas cutting sets should be equipped with Flash back arrestor and two pressure gauges. All welding cables adequately lugged and Direct Cable earthing is necessarily required for Welding Work. Rain water protection cover should be provided on the welding sets. Scaffolding should be made according to relevant IS specifications and proper approach arrangement for descending ascending to be made. Safety nets must be available in adequate quantity for overhead protection. Fire extinguishers should be available at all hot job sites. No materials allow lifting more than safe working load. While lifting the material packing should be provided on the sharp edges of the material to avoid damage to wire ropes. Any incident/ Near Miss immediately need to inform Concern job supervisor and Safety Officer.

All necessary standard Personal Protective Equipment (#PPE") (including Safety helmet, safety shoes) to be used according to the nature of the job. For avoiding trips/falls, good housekeeping of the site to be maintained all the time. Medical examination of persons and maintain record of the same. PPE issue register must be made and available for inspection on site. The Contractor undertakes that he shall be committed towards cleanliness and hygiene being maintained at the premises and shall deploy appropriate workforce to adhere to the same. In the event of failure of the Contractor to maintain cleanliness and hygiene being maintained at the premises the Employer shall be at liberty to get the same done at the Contractor's cost which shall be deducted from his payments/security deposit (as the case may be).

For Employer's site works (Mechanical/Civil/Others) and reconciliation of material:

To and Fro travelling expenses, food and accommodation for Contractor's personnel are included in service order amount.

Electricity and Water Supply shall be provided at one point, at free of cost if agreed in the negotiations.

Steel & cement will be in Employer's Scope. Contractor has to submit the monthly reconciliation statement with each



DALMIA CEMENT (BHARAT) LTD
Bokaro Cement Manufacturing Works
VILLAGE GORABALI, BALIDIH PHASA-4
PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 12 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

Running Account (#RA") Bill as per format given by Employer, which will be pre-conditions for release of payment. Scrap for Steel (TOR):- Scrap @2% of total consumed quantity will be allowed subject to deposit the same to Employers stores. Scrap here means for steel below 2mtrs in length. All pieces of reinforcement steel more than 2.0mtrs long will be taken back and considered as full steel.

Scrap for Steel (Structural/Plate):- Employer shall allow 2.5% Wastage and 0.5% Burning Loss.Serviceable steel in length/area will be applicable as :-

Angle/Beam/Channel: - 0.5 (Zero Point Five) meter in length

Plate: - 0.1 (Zero Point One) sq. meter in area.

However, the billing will be on actual weight basis.

Cement: Cement wastage @2% of the total consumed quantity is allowed. Contractor shall return 90% empty bag, else recovery of Rs.2/- per bags will be done by Employer and GST will be extra, if applicable.

In case any discrepancies or excess / careless consumption of material Steel (Plate/Structure) found during reconciliation, recovery @ market rates on the date of reconciliation along with GST, extra as applicable will be done by Employer.

- 18. Warranty: All work completed against this order shall be guaranteed by the Contractor against any defects in civil construction and/or faulty workmanship for a period of 12 months from the date of completion. All materials, components used for the construction work will be of best quality for the purpose for which it is used. In case of faulty work, the Contractor shall repair/replace same as the case may be within reasonable time at his own cost and this warranty will be extended to 12 months from the date of the repair and testing to Employer's satisfaction level.
- 19. Licenses & Permits: Contractor undertakes that he shall take requisite clearances/ permits from Central/ State Authorities/any other Government authorities as required by the law of land. All official charges towards Government approvals/ permits shall be borne by the Contractor unless agreed and specified in writing against the documentary evidence of such expenditure.
- 20. Confidentiality: Design/Drawing/Specification/Samples supplied with this order shall remain property of the Employer and shall be used by the Contractor exclusively for the work to be completed against this order. The Contractor hereby undertakes that he shall not use the designs, drawings, patterns & any other technical information in any manner, directly or indirectly, for any purpose other than the purpose of executing this order. Contractor shall not make copies of work Order/Amendment or any other commercial data / information or publicize the same. The Contractor is aware that breach of this clause shall lead to civil as well as criminal action against the Contractor.
- 21. Copy Rights & Patent: The Contractor shall fully indemnify the Owner, its employees and users against any action, claim or demand costs of expenses arising from or incurred by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copy right or other protected rights in respect of any materials supplied. All royalties



DALMIA CEMENT (BHARAT) LTD
Bokaro Cement Manufacturing Works
VILLAGE GORABALI, BALIDIH PHASA-4
PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 13 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

shall be paid directly by the Contractor.

22. Assignment: The Employer is entitled to assign the Order or any part thereof, or any right, benefit or interest therein or there under, to any of its affiliates, associates or a group company. However, the Contractor shall not assign the work or any part thereof, or any right, benefit or interest therein or there under, to any third party, without express prior written consent of the Employer. Any assignment, subletting, even though done on written approval of Employer, shall not relieve the Contractor from any obligations, duty, responsibility and/or guarantee under the contract.

23. Indemnity # Contractor hereby undertakes that he shall indemnify the Employer and/or assignees in respect of any claim on account of theft, damage, injury or any other loss caused to the Employer/assignee / any other third party due to any Act / negligence by Engineers/Personnel/Sub-contractor employed by the Contractor due to any reason whatsoever, while performing the obligations under this Contract. The Contractor further undertakes that he shall keep the Employer indemnified in relation to any dispute arising out of the present Contract which includes expenses towards any legal action initiated by the Employer against the Contractor due to his breach of terms of this contract or any other damages suffered by him in relation to this contract.

24. Statutory Obligation: The Contractor shall take all steps as may be necessary to comply with the various applicable laws/ rules including the provisions of Contract Labor (Regulation & Abolition Act) 1970, Minimum wages Act, 1984, Workman Compensation Act, Employees State Insurance/Workmen Compensation Act, Provident Fund Act, Payment of Bonus Act and all other applicable laws and rules framed, including any statutory approval[s] required from the Central/State Governments, Ministry of Labour. The Contractor undertakes that he shall comply with all applicable laws, circulars/notification issued by State/Central Government and as amended from time to time. The contractor shall produce proof of such policies on demand by the Employer.

Compliance to be done under these provisions is the sole responsibility of the contractor. The Cost of compliance is included in the total Cost or Value of Work Order and the Contractor is solely liable and responsible to comply on his own with all applicable provisions of Labour Laws not limiting to Provident Fund (Including EPS, Administrative Charges), Employees State Insurance or Employees Compensation, Payment of Bonus, Leave With Wages if applicable/ Working Hours under the Provisions of Factories Act and Rules, National and Festival holidays as applicable for the State, The Contract Labour Act, Payment of Wages Act, Minimum Wages Act and Gratuity Act as applicable to his establishment or to his workers from time to time. The contractor should possess a valid License, separate ESIC code, PF Code and applicable insurance papers for the contract / service employees for any work at our plant. The contractor should comply with all the necessary returns duly filled with the respective authorities and a copy of the same to be furnished to Employer on requests.

The Contractor undertakes that he shall not engage any child labor/forced labor/unfit labor and persons above age of 58.

It is understood between the parties that they will have no employer-employee and/or Master/servant relationships with Contractor's employees. It is explicitly understood that Contractor's employees will not be employees of Employer and shall under no circumstances acquire any lien of employment with the Employer.

The Contractor shall bear the expenses towards medical treatment & allied expenses as well as compensation in case



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PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 14 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

of accidents occurring during the course of employment. If Employer pays any such amount on behalf of the contractor, it will be recovered from contractor's bill and/or security deposit and/or through other legal procedure. Contractor shall notify Employer regarding rate of wages, working hours, weekly holidays and should also be displayed in the local language known to the workers at the place of work in a legible manner. Employees deployed by Contractor shall be subject to security check by the security staff and/or authorized person of Employer as per requirements.

- 25. Termination: Employer reserves the right to terminate, suspend or abandon this Order either in part or in full at it's discretion in the event of breach of any of the conditions mentioned herein. In such an event, Employer shall be entitled to recover all damages and expenses including losses suffered by Employer due to such termination. The Employer reserves the right to terminate this Contract without specifying any reason whatsoever by giving two day's prior written notice anytime during the term of this Order.
- 26. Force Majeure: . #Force Majeure" shall mean any act of God (including any natural calamity), earthquake, flood, inundation and/or landslide, storm, tempest, hurricane, cyclone, or other extreme atmospheric disturbances, fire, acts of terrorism, epidemic, pandemic, endemic, act of war, hostilities (whether declared or not), strikes, lockouts, lockdown, invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, sabotage etc. affecting the Party or Parties and shall include any other event, condition or circumstance, or combination of events, conditions or circumstances, beyond the reasonable control of the Party(ies) affecting the performance of the obligations under this Order"
- 27. Interpretation: In the event of any conflict between these general terms & conditions of work and Contractor's general conditions of sale, the former will prevail. The general terms and conditions as mentioned herein shall supersede all previous communications written or oral and shall be final and binding on both parties until and unless modified in writing and accepted by both parties. Furthermore, headings are merely for the purpose of general reference only and do not entail any meaning specifically and the contents of the clauses shall prevail.
- 28. Dispute Resolution And Jurisdiction: It agreed and understood between the Parties that in the event of any dispute or differences arising out of or relating to or with reference to or in connection with this Order, including its termination, the same shall be referred to the jurisdiction of the courts at New Delhi only. It is further, agreed and understood between the Parties that in case of any dispute arising out of this Order, the Parties shall refer the disputes to arbitration for the adjudication by a Sole Arbitrator appointed by Employer and the seat of arbitration shall be at New Delhi only.
- 29. Notices # Any notice with reference to this order shall be made in English and sent by Registered Post, speed post and shall be directed by one party to the other party at its respective registered addresses as mentioned above.
- 30. Green Execution #The Contractor/Service Provider is responsible for performing work in compliance with all legal and other requirements of Environmental Management System, taking pollution control measures, controlling wastes, recycling and taking care of Occupational Health and Safety of all personnel as prescribed by law from time to time.



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PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 15 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

- 31. Severability: In the event any provision of this Order be held void, invalid or inoperative by any court of competent jurisdiction, the remaining provisions of this Order shall not be affected and shall continue in effect and force. The invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.
- 32. Waiver: Either Party's failure to insist upon or enforce any provision of this Order shall not be construed as a waiver of any provision or right, nor will it constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party. The rights of the parties pursuant to this Order shall be deemed cumulative such that the exercise of one shall not preclude the exercise of other.
- 33. DCBL Cement policy is committed to maintaining highest standard of health, safety and environmental management for its employees and contractors. DCBL Cement requires this standard to be maintained by all personnel working within its premises and sites.

These rules are not intended to restrict contractors or to relieve them of any of their legal obligations to ensure safe working procedures or contractual obligations.

Where doubt arises on any point regarding the application of these rules then advice must be sought from DCBL Plant management or the Safety Officer.

The contractor's acceptance of the Company's instructions to carry out the work includes acceptance of these rules for contractors. The attached declaration is required to be completed by the contractor as an acknowledgement of receipt and acceptance and a signed copy bearing the contractor's official stamp must be handed over to the Company prior to the commencement of any work.

COMMENCEMENT OF WORK

No contractor will be permitted to commence any work whatsoever on any of the Company's facilities without a valid official Purchase Order/ letter of intent or valid Contract first having being issued for the work to be carried out by the contractor.

SAFETY INDUCTION

Every contractor and employees shall receive safety induction before commencing work on any of the Company's facilities

The minimum period for the induction is two (2) hours and will depend on the risks of the job and will be required to sign a commitment and submit one passport photo for the identity card.

CONSULTATION

Before any work begins, the contractor must consult with the responsible Manager or his representative to discuss the safety aspects of the work to be done and to be advised of any local site rules. Should a problem arise during the course of the contract, which may have implications on the safe completion of the contract, the responsible Manager must be



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PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 16 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

informed accordingly.

MANAGEMENT OF SAFETY AND GOOD WORKING PRACTICES

The contractor will provide the Company with a copy of its Health and Safety Policy and will also furnish evidence that adequate resources, in terms of time, funds, know-how and effort will be applied to ensure effective management of safety and good working practices throughout the work to be done.

The contractor will also ensure:

(a) Competence

That all its employees have sufficient knowledge and experience to carry out the work using good working practices and to account for the risks to themselves in order that the work can be carried out in a safe manner. Certification of competence will be required whenever possible. In particular, where a statutory requirement dictates a training record or certificate is required, these need to be shown to the responsible Manager prior to commencing work.

(b) Information, Instruction and Training

That all it#s employees are informed of any hazards which may exist at the place of work and that they receive such training as may be necessary to carry out the work safely and satisfactorily.

(c) Supervision

That all work undertaken by the contractor is at all times adequately supervised by the contractor's appointed supervisors or foremen.

REPORTING OF INCIDENTS

The contractor shall report accidents/incidents; near misses and dangerous occurrences to the responsible Manager immediately and work shall stop to protect the accident scene for investigation purpose. The manager shall help the contractor investigate the accident, review the risk assessment and share the learning with the team before the job commences. If the accident has caused permanent incapacitation the local relevant authority should be informed as per statutory requirement.

FIRST AID

Prior to the commencement of work, the contractor must establish with the Company all details of the first aid equipment available together with the contact person's telephone and hospital with casualty facility. In the absence of any provision by the Company, the contractor will make suitable arrangements consistent with the risks from the work to be done. SECURITY

Contractors shall notify their arrival and departure on Company facility according to the laid down Company procedures. Entry onto the Company's facilities for contractors# personnel will only be allowed after issuing of contractor gate passes to each individual contractor's personnel in accordance with the rules of the Company's Safety and Security departments.



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PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 17 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

No gate passes will be issued to any contractor without a valid official Purchase Order.

The Company reserves the right to search contractors# vehicles, personnel or property entering, leaving or present on the Company's facilities. Any contractor found violating / breaching the Company's safety standards, rules and regulations is liable to sign the sanction policy statement.

Upon completion of the contract /work gate passes will be handed back to the security department for clearance. Where a contractor is discharged, the contractor should return the gate pass to DCBL.

EMERGENCY MANAGEMENT

The contractor will ensure that any uncontrolled event that has the potential to adversely affect people or the environment shall be acted upon and reported in accordance with site rules immediately e.g. fire, explosion, physical injury, oil spillage. The Company has provided local emergency response management plan details. The contractor will ensure that all his staff and sub-contractors are made aware of local emergency procedures and drill requirements. The Contractor or Sub-contractor must present a safety plan before commencement of work and all contractors and sub-Contractor must be trained on the safety Plan.

One safety Marshall for every 50 workers

PERMIT-TO-WORK & LOTO

Where permit-to-work and LOTO procedure apply, no contractor shall begin work without applying permit-to-work and LOTO procedure The contractor must consult the supervisor to get proper authorization to apply permit-to-work and LOTO procedure.

PROTECTIVE EQUIPMENT AND STANDARDS

It is mandatory for all personnel working in DCBL plant/sites to wear protective safety footwear,

The following personal protective equipment's are mandatory on our sites

- 1. Safety helmet for head protection, all contractors are requiring wear Yellow Colour helmet at all time while working in DCBL Plant/ sites Standard EN 397.
- 2. High visibility Jackets: This is orange working garments /overall stitched with 3M High visibility reflective scotch light tape.
- 3. Eye protection this include spectacles and goggles and face shield according to Standard EN 166.
- 4. Safety boots Standard EN 20345
- 5. Seat belts contractor employees operating mobile equipment's in the factory and those supplying raw materials are subjected use seat belts while driving on the road.

Site specific mandatory personal protective equipment's

- # Respirators Make 3M 8710 / 8825 Standard EN 149 FFP1 /2
- # Hand gloves: There are different types gloves i.e. cotton, welding hand gloves, PVC etc. according standard EN 388
- # Welding attires: Includes aprons, spurts and a welding suit
- # Safety harness EN 361
- # Hearing protection includes Muffs EN 352-1 and Ear plugs EN 352-2
- # Heat resistant aluminized suits



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PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 18 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

The above PPE#S are mandatory depending on the job

Contractors must provide their employees with suitable safety footwear, personal protective clothing as per DCBLPPE standard and The employer shall train the employees on use of the safety gears and ensure correct use.

Labour camp layout has to be submitted to DBCL prior to construction and no cooking allowed inside the room

NOTE: Contracted employed to provide catering service he or she shall be responsible shall ensure his employees have under gone annual medical examination as required by the law Shall ensure his employees are safe in the work place by proving them with shoes covering legs to prevent burns, Heat resistant gloves and suction fun to sack fumes in the kitchen and where employees have walk or serve tea in the factory they shall be required to wear High visibility reflective jacket and yellow colour helmets.

WORKING TOOLS AND EQUIPMENT

Contractors must ensure that all working tools and equipment are of sound construction and maintained in a safe condition. In the event that any tool or equipment becomes unsafe or defective it shall be removed from service immediately. The Company reserves the right to remove any contractor's working tools or equipment that it deems are unsafe for use.

All portable electrical power tools must only be capable of operating at a power supply voltage of 240 volts AC, single phase. The only exceptions are portable welding machines, which are permitted for operation at a power supply voltage of 415 volts AC, three-phase.

Maintenance and storage of contractors# equipment and materials shall be the sole responsibility of the contractors. The Company will accept no responsibility for the theft or loss of contractors# equipment or materials from the Company's site.

HANDRAILS, GUARDS AND FENCING

The removal of handrails, guards, fencing and other protection devices from the Company's equipment or machinery is both highly dangerous and illegal; it is therefore strictly prohibited.

Guards, protection devices and other safety systems will only be removed from a machine with the agreement and consent of the Company and only after the machine has been switched off, isolated and locked out in accordance with the Company's rules. Prior to any machine being re-commissioned, all guards, devices or systems will be replaced and secured in position.

CRANES, HOISTS AND LIFTING GEAR

Contractors who bring their own cranes, hoists and lifting gear to the Company's sites will be required to comply with the statutory requirements relating to periodic testing and examination of such equipment and will provide copies of the appropriate documentation for checking by the Company.

All lifting equipment's must be certified by Third Party & TPI certificate for respective State to be ensured. Only second generation hydra to be used with wheel guards and wheel chokes



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PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 19 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

ACCESS EQUIPMENT

The contractor must ensure that any form of access equipment e.g. ladders, step ladders, scaffolds, access platforms used or intended for use is of sound construction, fit for the purpose and properly maintained in a safe condition. Access equipment must only be used in accordance with recognised practices and procedures. Such equipment should be regularly inspected in compliance with statutory requirements.

WORKING AT HEIGHTS

Where it is necessary to work at heights of more than 1.8 meters, precautions must be taken to prevent persons falling, i.e. safe hand and foot holds, safety harnesses, etc. Wherever working platforms are provided, handrails and toe boards must be fitted. No person is permitted to go onto any Company roof, ceiling or roof void without formal work at height permition (WAH) from the Company.

Where scaffolding is required, it must be erected by a competent scaffolder according to the statutory standards. After erection, scaffolding will not be used until inspected by the Company's representative and a written approval issued for its use is displayed on the scaffolding. It is mandatory to use a safety harness when working on scaffolding.

All safety harnesses to be used by contractors# employees must be provided by their employer and the harness must be of an approved type with twin tail lanyard with two hocks. The adequacy of the proposed anchorage should be confirmed with the responsible Manager.

Fall protection (Life line and full body harness with double lanyard) to be ensured during height work activity.

MANUAL HANDLING OPERATIONS

Where there is a need for contractor's staff to lift or move loads manually, the contractor will ensure that adequate consideration is given to the key elements of task, load, individual capability and the working environment to ensure that personnel are not put at risk by such operations.

WORK IN CONFINED SPACES

The term confined space has a wide definition and includes the following:

- # Any closed tank, silo or vessel
- # Large ducts
- # Enclosed drains or sewers
- # Kilns, mills, cyclones, separators and furnaces.
- # Equipment housing
- # Closed and unventilated rooms

The main risks to be considered with these are toxic, flammable or explosive gases, dust, fumes and vapours or an atmosphere deficient in oxygen. The possibility of engulfment should also be considered, together with any need for secure isolation of any feed mechanisms or pipe work servicing such confined spaces.

This objective will be achieved by personnel not entering any confined space until a Permit to Work has been prepared and the necessary safe working procedure established with the Company well in advance of the work, which specifies the precautions, controls and relevant personal protective equipment. The agreed controls must be fully implemented.



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VILLAGE GORABALI, BALIDIH PHASA-4
PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 20 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

BUILDING AND CONSTRUCTION WORK (INCLUDING DISMANTLING AND DEMOLITION)

All building and construction work must fully comply with the statutory standards which have been laid down for such work to be carried out. Particularly contractors are required to provide any relevant information for the safety file related to the work they are involved with and to discuss with the Company's representative on a regular basis during the course of such work.

EXCAVATIONS AND UNDERGROUND SERVICES

Prior to any excavation work on any Company site, the contractor must ensure that a written Permit To Work is prepared in consultation with the Company, indicating the location of any underground services such as electric cables, oil pipes, water pipes, gas mains, telecommunications networks, drains, sewers, etc. If the Company is not able to provide this information, then the contractor must not proceed until he can demonstrate to the Company that such services are satisfactorily located and identified. Appropriate excavation precautions must then be taken throughout the work. Aluminum ladder to be purchased for excavation work and hard barricading with two layer of all around the excavated pits.

FIRE PRECAUTIONS

All contractors shall familiarize themselves and their employees with the Company's firefighting equipment and precautions as well as emergency procedures.

Before leaving the Company's premises and sites, contractors must ensure that all naked lights and other ignition sources have been extinguished and electrical apparatus switched off.

The contractor and all its employees should be familiar and trained on the DCBL site emergency response plan.

WELDING AND FLAME/ARC CUTTING OPERATIONS

Prior to any welding or flame/arc cutting operation taking place, the contractor must demonstrate that risk assessment for flammable hidden hazards has been carried out and the precautions to be taken to prevent exposure to the hazards have been identified. Therefore, contractors are required to ensure that their employees are provided with personal protection and where necessary protective screens are erected.

In all instances where welding or similar work is taking place, the necessary Permit To Work conditions will be agreed with the responsible Manager beforehand. There will be readily available adequate means to fight a fire. Sufficient provision will be made for #end of work" checks for fire potential.

Fire blanket to be provided on LPG during gas cutting activity with NRV (Flashback Arrestor on both sides) & Trolley.

ELECTRICAL WORK

All work on electrical systems or equipment will be carried out #dead", securely isolating the conductors to be worked on. #Live working" will not be permitted under any circumstances whatsoever.

If an electrical contractor is faced with exceptional circumstances outside the above criteria, which in his opinion requires work to be carried out #live", he must consult with the responsible Manager who will make arrangements with the



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PO - Balidih
BOKARO JHARKHAND-827014
www.dalmiacement.com

PAGE: 21 / 22

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

Company's Electrical section for the appropriate action to be taken.

All power tools test to be carried as per DCBL standard before using at site

Proper Electrical connections to be given for all power tools with ELCB & with proper Earthing.

SUBSTANCES HAZARDOUS TO HEALTH

No contractor will be permitted to carry out any activity whatsoever which might use or create substances that may be classified as hazardous to health.

NOISE

Contractors who bring their own plant and machinery onto any site must be able to provide information on noise levels emitted by their machines. Noise levels from contractor's activities must be fully considered in terms of their impact on contractor's personnel, the Company's staff and the neighborhood. If there is any doubt about the potential effects or the methods of control, the issues should be fully discussed with the Company.

The preferred method of control is by engineering means and contractors must ensure that this option is considered first. If this is not possible, then it may be possible to control exposure to noise by shielding or minimising the exposure time. The use of hearing protection must be seen as an absolute last resort.

Information on existing plant site noise levels will be provided by the Company. Where signs are located indicating #Ear Protection Zones", then this means that noise levels exceed 85 dB(A) and suitable ear protection must be worn at all times when in those areas.

RADIATION

No radioactive substance may be brought on to any Company site or used by contractors in any process for conducting any tests unless notice of such intention is given in writing to the Company.

SITE VEHICLES

All site vehicles used on Company premises must be maintained in accordance with manufacturer's instructions and must comply with company standards. The Company reserves the right to ask for details of the last maintenance record of the vehicle. Vehicles used on site and their method of use must conform to local site rules.

Contractors# employees who drive on the Company's site must strictly adhere to the statutory requirements, rules and traffic signs existing on site and be fully aware of any transport routes which may apply, (e.g. One Way Road systems) and of any other Site Rules to which they must conform.

Contractors and their employees, whether as drivers or pedestrians, must observe local site rules and should always observe caution when in the vicinity of site vehicles. Pedestrian access routes provided must be used whenever possible.

HOUSEKEEPING

Waste and other debris from the contractor's working site must be prevented from accumulating and waste materials must be removed daily. All floors, steps, stairs, passageways, gangways and fire exits shall be kept free from any obstruction. Spillage must be promptly and adequately cleaned up, and constant attention maintained to prevent persons slipping, stumbling or falling.



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BOKARO JHARKHAND-827014
www.dalmiacement.com

SERVICE ORDER

To, PO Number : 4999000269 / 271 SHUBHAM ENGINEERING PO Date : 03.10.2022

SAFETY MANAGEMENT

DCBL has a responsible approach to the Safety and operates to clearly define safety policies. When operating on any Company site, contractors are deployed qualified safety officer.

Qualified Safety Officer (Minimum-05 yrs experience in field of safety with Diploma in any branch of engineering/B.Sc. with Diploma in Industrial Safety management. along with safety Supervisor depend on nos. of workers. For Example #If workmen's no's is less than 50 then deploy 01 safety officer. So as per DCBL Policy & Factory Act 1948 for every 50 no's of workers need 01 safety supervisor for compliance of rules.

Ensure Safety induction of all the workers & employees before engaging at work

WELFARE

Where the Company's facilities are not available, the contractor needs to make adequate welfare provisions for its employees.

ALCOHOL. DRUGS SMOKING & CHEWING

All personnel working on the company premises are expected to be alcohol, drug, smoking & tobacco chewing free. All personnel shall be subjected to alcohol tests.

THE RESPONSIBILITY OF ISSUE OF E-WAY BILL WILL BE OF SUPPLIER, DISPATCHING THE MATERIAL IRRESPECTIVE OF EX WORKS OR FOR DELIVERY TERMS

END OF PO

THIS IS A COMPUTER GENERATED STATEMENT, SIGNATURE MAY NOT BE REQUIRED

For DALMIA CEMENT (BHARAT) LTD
Bokaro Cement Manufacturing Works

Accepted unconditionally by SHUBHAM ENGINEERING

Authorised Signatory

Authorised Signatory (Sign & Seal)

PAGE: 22 / 22