

**RELIANCE BP MOBILITY LIMITED**

Reliance BP Mobility Limited, Dhirubhai Ambani Knowledge City (DA)  
MIDC Plot No. 1 & 2, TTC industrial, Navi Mumbai-400710, MAHARASHTRA, INDIA  
Telephone : 0091-22 -+91/0091-22  
Fax : 0091-22 -+91 Email: Chetan.Gogawale@jiobp.com

**WORK ORDER**

<b>To</b> <b>3365390</b> <b>MARKET XCEL DATA MATRIX PVT LTD</b> <b>16 SANT NAGAR</b> <b>EAST OF KAILASH</b> <b>NEW DELHI</b> <b>SOUTH DELHI</b> <b>Pin Code: 110065 INDIA</b>  <b>Phone : 02243345500</b> <b>Fax :</b> <b>E-Mail : ALWIN@MARKET-XCEL.COM</b> <b>Attention : ALWIN SAMUEL</b>	<b>Work Order No. : MX6/230141766</b>  <b>Date : 08.11.2022</b>
	<b>Contractor's</b> <b>Quot. Ref :</b> <b>Date :</b> <b>Our Ref :</b>  <b>GSTN Of Biller : 07AAECM5086D1ZI</b> <b>Bill From State : Delhi</b> <b>Bill From : 3365390</b>

**RELIANCE HO COMMERCIAL**

This WORK ORDER, the SPECIAL CONDITIONS OF CONTRACT, the GENERAL CONDITIONS OF CONTRACT, the annexures enclosed to each of the foregoing, including any other document forming part of CONTRACT DOCUMENTS contain all the express terms and conditions of contract of supply of SERVICES ordered pursuant to this WORK ORDER and confirms and supersedes the LETTER OF COMMITMENT (if any) issued by COMPANY. CONTRACTOR agrees to supply the SERVICES, including all DELIVERABLES in full accordance with the foregoing terms and conditions. Capitalized terms used in this WORK ORDER but not defined in the WORK ORDER shall have the meaning ascribed to such terms in the foregoing SPECIAL CONDITIONS OF CONTRACT and GENERAL CONDITIONS OF CONTRACT. CONTRACTOR shall sign and return this WORK ORDER acknowledging the acceptance of this WORK ORDER within three (3) days of receipt at the communication address mentioned in this WORK ORDER. If acknowledgement is not received within three (3) days, this WORK ORDER will be deemed accepted by the CONTRACTOR. No other form of acceptance shall be binding on the PARTIES. For all future correspondence please quote this WORK ORDER NUMBER.

WO Period From DT : 01.10.2022 To DT : 30.11.2022	Value of Work	INR	350,100.00
	IGST	INR	63,018.00
TOTAL ORDER VALUE		INR	413,118.00
Value in Words :( Rs. Four Lakh Thirteen Thousand One Hundred Eighteen only ) For other details, please refer line items.			
Delivery Terms : N/A At Maharashtra ISD Engineer in Charge : Sh. Kedar Apte & Sh. Prashant Sharma			
Payment Terms : See Page Inside			
BUYER : Gogawale	for RELIANCE BP MOBILITY LIMITED	CONTRACTOR'S Acceptance	
	This is a computer generated document		
	not requiring any signature	Signature	Title      Date

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order is for Mystery Customer Audit (MCA) additional locations as requested by Management at selected Retail Outlets in RBML.

No	Item Code	Material/Work Description	Quantity	UOM	Price Details	Unit Rate	Amount (INR)
1		Study MCA FY23	1	AU			
					Value of Work		350,100.00
					IGST	18.00	63,018.00
		Service Accounting Number:	998371				

**The item covers the following Work :**

10	3305010	CHRG:MCA / CRA STUDIES	180	EA - Each			
					Net value of item	1,945.00	350,100.00
MYSTERY CUSTOMER AUDITS TO BE CONDUCTED EVERY QUARTER #CUSTOMER RELATIONSHIP ASSESSMENT TO BE CONDUCTED HALF YEARLY#CALL CENTRE AUDITS TO BE CONDUCTED HALF YEARLY#EXPENSES INCLUDE RESEARCH AND ANALYSIS COST							

					<b>Total Value of Work</b>	<b>INR</b>	<b>350,100.00</b>
					<b>Total IGST</b>	<b>INR</b>	<b>63,018.00</b>
					<b>Total Order Value:</b>	<b>INR</b>	<b>413,118.00</b>

**Enclosure Summary :**

Attachment 1 - General Conditions of Contract (GCC).

Attachment 2 - Commercial Conditions of Contract (CCC).

Attachment 3 - Schedule of Penalties for Safety Violations & HSE Non Compliance (ANNEXURE 'F').

**Terms of payment :**

Pro-rata payment(s) shall be made within 7 days from the date of receipt of correct Invoice along with supporting documents at our end subject to acceptance of goods / services.

**Vendor Bank Details:**

Bank Account No. : 022505001556  
Bank Name : ICICI BANK LTD  
City : NEW DELHI

**Liquidated Damages :**

1 % PER WEEK TO MAX OF 5%

**Engineer-In-charge :**

Sh. Kedar Apte & Sh. Prashant Sharma

**Note(S):** 1. It is essential that the Contractor shall mention ItemNo. & Item code along with corresponding Material/Work Description and W.O.No. as mentioned above, in the Delivery challan (On-Shore Order), Measurement sheet and invoice for ease of material Inwarding, Certification of work and Bill Processing. Failure to do so may be the grounds for the rejections(s) or delay in release of payment(s).

**PLANT REGISTRATION NO. : 27AAHCR2546N1ZW**



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#### ANNEXURE-A

#### SPECIAL CONDITIONS OF CONTRACT

##### Preamble:

The following are the Special Conditions of Contract applicable to this Contract / Work Order, which shall be read in conjunction with the Scope

of Work, Specifications, drawings and / or any other document forming part of the contract. In respect of terms & conditions, not explicitly provided in this Special Terms & Conditions, provisions of General Conditions of Contract are applicable.

These special conditions supplement the conditions of Enquiry / Tender, contract and General Conditions of Contract. Where the provisions of special conditions are at variance with the General Conditions of Contract and other documents mentioned above, the special conditions should prevail.

All the headings of the clauses in the General Conditions of Contract, or otherwise in any Contract documents, are intended solely for the purpose of giving the broad indication of the contents of the clause and not as a summary thereof.

Unless otherwise specifically stated, the masculine gender shall include the feminine and/or neuter gender and vice - versa and singular shall include plural and vice-versa.

##### Definitions:



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The "OWNER" shall mean M/S. Reliance BP Mobility Limited & its successors and assigns from time to time.

The "Engineer-In-Charge" shall mean the persons designated as such by the OWNER and shall include those who are expressly authorized by him to act for and on his behalf for execution / operation of the Contract. "Construction Manager" shall have the same meaning as the "Engineer-in-charge".

The "Work" shall mean the works to be executed in accordance with the Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted Works as required for the purpose of the Contract.

The "Site" means the area on which the permanent works are to be executed or carried out and any other places provided by the OWNER for the purpose of the Contract.

"The Scope of Work" shall mean the totality of the work envisaged in the Contract and shall include all plant, equipment, appliances, labor, and material of whatsoever in nature for the use, in or for execution, completion, operation or maintenance of the Work.

The "Contractor" means the person or the persons, firm or Company whose Tender / Quotation / Offer has been accepted by the OWNER and includes the Contractors legal representative, his successor and permitted assigns.

The "Contractor Personnel" shall mean the person of CONTRACTOR who performs the services at WORK site.

The "Sub Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been

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entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal representatives, successors and permitted assigns of such person, firm or Company.

The "Contract" shall mean the Agreement between the OWNER and the Contractor for the execution of the Works including all Contract Documents therein.

The "Supplier & Vendor" shall mean the Contractor.

The "Buyer" shall mean the OWNER/representative of OWNER.

The "Authorised Representative" is an employee of OWNER who is made in charge of Coordinating the specific job envisaged in the CONTRACT.

The "Tender" means the Tender / Quotation / Offer submitted by the Contractor for acceptance by the OWNER.

The "Specifications" shall mean the various technical specifications attached to and referred in the Tender Documents / Contract. It shall also include the latest edition of relevant Indian or Other Standards specifications published before entering into Contract.

The "Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings, as may, from time to time be furnished or approved in writing by the Engineer-in-Charge.

The "Schedule of Rates" means the schedule of rates annexed to the Work Order / Contract and shall include all remuneration payable to the Contractor for any work determined in accordance with the conditions herein.

The "Agreed Variation" shall mean the statement of agreed variation annexed to the Work Order / Contract.

The "Alteration / Amendment / Change Order" means an order given

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in writing by the OWNER to effect additions to or deletions from and alterations / revisions in the Work.

The "Order and Instructions" shall mean any written order or instructions given by the OWNER within the scope of their respective powers in terms of the Contract.

The "Total Contract Value" shall mean the total value of the Contract thereof including all the additions to or deletions from and alterations / revisions for any particular Work.

The "Completion Time" means the period or date specified in the Work Order / Contract or the date mutually agreed upon for execution, completion, operation or maintenance of the work.

The "Progress Schedule" shall mean the approved progress schedule, as agreed upon by the OWNER and the Contractor being prepared for separate job sites and/or group of job sites or separate work and/or group of works.

The "Contract Documents" shall mean the documents forming the tender / quotation / offer and acceptance thereof together with the documents referred to herein, including those conditions, specifications, designs, drawings and instructions, issued from time to time and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

The "Completion Certificate" shall mean the certificate to be issued by the Engineer-in-Charge when the works have been completed to his satisfaction.

The "Period of Defect Liability" in relation to the Work means the specified period from the date of completion as stipulated in the Contract, during which the Contractor stands responsible for rectifying all defects that may appear in the Work(s).



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ASN means advance shipment notification to be provided by the SELLER to the BUYER immediately before the dispatch of GOODS by the SELLER.

BANK CHARGES means (a) the costs and expenses incurred, by or on behalf of the BUYER, for the performance of any obligations of the SELLER, which may include costs and expenses in connection with MAKE GOOD activities, or (b) any erroneous or incorrect payments made by the BUYER to the SELLER, or (c) any payments made to any SUB-SELLER to discharge any ENCUMBRANCE filed or placed by any SUB-SELLER.

CENTRAL TAX (CT)" means the Central Goods and Services Tax levied under and at such rates as the Central Goods and Services Tax Act, 2017, rules, notifications, and circulars thereunder for the time being in effect provide for.

"COMPENSATION CESS" means the cess levied under Goods and Service Tax (Compensation to States) Act 2017, rules, notifications and circulars thereunder for the time being in effect provide

EBIZ PORTAL means BUYER#S online portal accessible through ebiz.ril.com.

"GST" means the applicable Goods and Service Tax being (i) (a) CENTRAL TAX, and (b) STATE TAX or UNION TERRITORY TAX, or (ii) INTEGRATED TAX; (c) COMPENSATION CESS, and (d) any other levy payable in accordance with and as set forth in the GST LAW.

"GST AMOUNT" means the amount of GST required to be paid by a taxable person is under the applicable GST LAW with respect to the SERVICES supplied or to be supplied in compliance with the GST LAW.

"GST LAW" means the Central Goods and Services Tax Act, 2017, the State Goods and Services Tax Acts passed by the States in the



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Republic of India, Integrated Goods and Services Tax Act, 2017, the Union Territory Goods and Services Tax, 2017, the Goods and Service Tax (Compensation to States) Act 2017, or any other statute or ordinance issued as a part of GST regime and the rules, notifications, and circulars under each of the foregoing for the time being in effect, as applicable to the supply of SERVICES.

"GSTN" means the Goods and Services Network established under or in accordance with the APPLICABLE LAW.

"INTEGRATED TAX (IT)" means the Integrated Goods and Services Tax levied under and at such rates the Integrated Goods and Services Tax Act, 2017, rules, notifications, and circulars thereunder for the time being in effect provide for.

"INVOICES" means invoices, bills, RA Bills, RUNNING ACCOUNT BILLS, by whatever name called to be issued by the CONTRACTOR to the OWNER as set forth in the GST LAW and the CONTRACT.

PLACE OF SUPPLY" with respect to SERVICES means the place of supply as determinable in accordance with the GST LAW

SPECIFIED TAXES" means the applicable GST.

"STATE TAX (ST)" means the State Goods and Services Tax levied under and at such rates the relevant State Goods and Services Tax Act, 2017, rules, notifications, and circulars thereunder for the time being in effect provide for.

UNION TERRITORY TAX (UTT)" means the Union Territory Goods and Services Tax levied under and at such rates the relevant Union Territory Goods and Services Tax, 2017, rules, notifications, and circulars thereunder for the time being in effect provide for.

The "Running Account Invoice" means the Invoice(s) submitted by the Contractor on monthly basis for the work(s) carried out during the immediately preceding month.

The "Final Certificate" in relation to the work shall mean the





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certificate regarding the satisfactory compliance of the various provisions of the Contract by the Contractor, issued by the Engineer-in-Charge after the period of liability is over.

#### 1.0 TERMS OF CONTRACT:

1.1 CONTRACTOR shall make himself fully conversant with the locations, requirements, deliverables and the type of job to be carried out therein so that CONTRACTOR clearly understands the scope of work and assess the requirement of resources required to complete the work in scheduled time. CONTRACTOR shall contact the respective Engineer(s)-in-charge (EIC) for this purpose.

1.2 Rates shall be deemed to include following:

1.2.1 Cost of Resources as required for meeting the Scope of Work, their mobilization, occasional extended hours working etc.

1.2.2 Cost of travel, transport of resources, equipment etc. to OWNER's locations including local transportation of equipment / spares / consumables (if any).

1.2.3 Cost of lodging, boarding and insurance of CONTRACTOR's employees / resources as may be required.

1.2.4 Supervision & other administration overheads.

1.2.5 Cost of auxiliary equipment, Tools and Kits as required for the job, consumables for completing the job as per scope of work.

1.2.6 Any other expenses necessary for satisfactory performance of the contract.

1.3 The CONTRACTOR shall execute work as per the instructions & priorities given by EIC. Wherever required, the CONTRACTOR shall prepare plan for execution of jobs and get the same approved by EIC. The CONTRACTOR shall submit mutually agreed MIS /

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reports at specified intervals and shall be responsible to ensure the specified progress.

1.4 OWNER reserves the right to off-load part or total quantum of the job depending upon the exigencies, with corresponding decrease in value of this work order.

1.5 On-time completion of Work with Quality and within Service Level Agreement, SLA (as may be agreed upon separately or as defined in Scope of Work), to complete satisfaction of the EIC, is the essence of this Contract.

1.6 The CONTRACTOR is required to observe all statutory compliances, as may be applicable, like labour laws, regulations, and ordinance(s) etc. of State / Union Territory / Central Government / statutory authorities and submit Certificate / Documentary evidence for the same, as applicable, along with the certified invoice.

1.7 CONTRACTOR is required to follow the code of conduct of OWNER, while working in the OWNER's premises and also, adhere to all safety norms as per present / revised HSE (Health, Safety and Environment) norms from time to time.

1.8 CONTRACTOR shall not use the name of the OWNER's Company in any manner, either for credit arrangement or otherwise and it is agreed that the OWNER shall not in any way be responsible for the debts, liabilities or obligations of the CONTRACTOR and / or its employees.

1.9 Materials provided / installed by CONTRACTOR, as a part of



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the Scope of Work, shall be strictly as per specification and approval of the OWNER.

#### 2.0 Mode of measurement:

Measurement of work will be made on the basis of Units of Measurement (UOM) mentioned in the Schedule of Rates (SOR) and as per specification(s).

#### 3.0 Scope of Work:

order is for Mystery Customer Audit (MCA) additional locations as requested by Management at selected Retail Outlets in RBML.

#### 4.0 Schedule of Rates:

Applicability of rates mentioned in the Work Order shall be as per itemized unit rates basis mentioned in work order line items. The value given in the contract order is the maximum value of contract and does not guarantee the award of job for the full value.

Payment will be made on the basis of actual work done.

#### 5.0 OWNER's scope:

5.1 Issue of necessary work permit for carrying out the job.

5.2 Providing Job & material specifications, Drawings etc.

#### 6.0 Contractor's scope:

6.1 To Carry out the jobs in safe and diligent manner as per the instruction of Engineer-in-charge.

6.2 To adhere to the completion schedule and achieve the

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deliverables specified by the Engineer-In-Charge. Contractor is required to mobilize resources accordingly and work for extended hours, if required, for all unit rate jobs.

6.3 To take due care while handling OWNER#s items. Contractor shall be liable for recovery for any loss / damage that may be incurred due to mishandling.

6.4 Inspection of completed job will be done as per instructions of Engineer-in-charge. If any non-conformance is observed, Contractor will repair / rectify / attend / replace the same free of cost.

6.5 To mobilize sufficient resources including all hand tools, as required for the job based on the target time of completion & Criticality of work.

6.6 To perform all other jobs covered in the tender document / scope of work.

6.7 To provide lodging, boarding, transportation of their employees, Insurance of their employees and tools & tackles.

6.8 To obtain necessary safety / work permits and observe all safety regulations as per HSE (Health, Safety & Environment).

6.9 To ensure that the work planned by Engineer-in-charge is completed in schedule. In the event of back log, the Contractor is required to increase the resources to make up for the unfinished work and to work during extended hours or round-the-clock without any extra cost to the OWNER.



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#### 7.0 Mobilization time

CONTRACTOR shall mobilize required resources within 3(Three) days from the date of receipt of Work Order. However, prior to mobilization, CONTRACTOR is required to obtain written instruction from EIC / Buyer.

#### 8.0 Contract Validity period:

The CONTRACT shall be for a period which will commence from the EFFECTIVE DATE of CONTRACT as mentioned on the front page of this WORK ORDER and may be extended or terminated by the OWNER or the CONTRACTOR in accordance with the terms of the CONTRACT.

#### 9.0 Retention / Security deposit / Performance Security:

NA

#### 10.0 Release of Security deposit / Retention:

NA

#### 11.0 Cap Value:

Contract shall have a Cap Value as mentioned on front page of this Work Order / Amendment.

#### 12.0 Price Escalation:

The prices mentioned in this Work Order shall not be subjected to escalation or increase on any account whatsoever. No escalation / overrun compensation shall be paid for extended duration of contract.

#### 13.0 Liquidated Damages:



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In event of delay in execution of the work, an amount equivalent to 1% for every week or part thereof of delay subject to maximum of 5% will be deducted from Final invoice

#### 14.0 PRICE ADJUSTMENT RELATED TO PERFORMANCE (NOT AMOUNTING TO PENALTY)

Without prejudice or any other rights or remedies available to the OWNER the CONTRACT or in the law OWNER has right to reduce CONTRACT price for following events/reasons:

14.1 If CONTRACTOR, for any reason other than FORCE MAJEURE, suspension of work by OWNER in terms of the CONTRACT, and issuance of ALTERATION ORDER, fails to achieve the targets specified in the PROGRESS SCHEDULE by their due date or fails to complete the WORK in accordance with the COMPLETION PERIOD, then invoice value stands reduced at the rate of 1% of total invoice value for each week of delay or part thereof subject to maximum reduction of 10% of total invoice value  
Mobilization commitment: and work done by alternate CONTRACTOR

14.2.1 CONTRACTOR shall ensure deployment of minimum resources as committed by him.

14.2.2 In case CONTRACTOR refuses or fails to carry out any job, Authorized Representative may get the job executed by alternate CONTRACTOR. Differential amount if any shall be deducted from the CONTRACTOR bills.

14.3 Safety related fines liviable are described as per site safety guidelines.



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14.4 OWNER may, at its sole discretion, and without prejudice to its right to recover any or all of the by any other method of recovery, deduct the amount of indicated above from any monies due or which may become due to CONTRACTOR.

14.5 The payment or recovery of sums hereunder shall not relieve CONTRACTOR from any of its other Obligations and liabilities under the CONTRACT.

#### 15.0 Defect liability period:

Defect liability period applicable for this contract is 12 months from the date of completion of work as per the final completion certificate of the Engineer In charge.

#### 16.0 Payment Terms:

16.1 CONTRACTOR shall raise running invoice / single invoice once in a month for the work completed thereof and the due payment shall be paid Within 07 days - 50% on completion of Fieldwork & Within 07 days - 50% on sharing of findings after deduction of retention money (if any), applicable taxes / duties / levies etc..

16.2 Payment is subject to system certification of EIC. Any penalty levied or recommended by EIC shall be deducted from payment due to CONTRACTOR.

16.3 Notwithstanding the payment of Operating Charges by OWNER to the CONTRACTOR, the CONTRACTOR shall at all times be responsible for the due and timely payment of salaries and wages to the Manpower / resources. Nothing contained herein shall



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establish any link between release / payment of the invoice by OWNER to the other CONTRACTORS and the payment of any salary, wages or any other dues whatsoever by the CONTRACTOR to his Manpower.

#### 17.0 Taxes:

17.1 The rates specified in this CONTRACT include (i) all TAXES (including taxes deducted at source (TDS)), in India with the exception of SPECIFIED TAXES. Notwithstanding anything to the contrary in this CONTRACT, the CONTRACTOR shall bear all TAXES (except SPECIFIED TAXES), including TAXES imposed on the CONTRACTOR'S income, earnings or profits and the CONTRACTOR shall bear taxes deducted at source (TDS), as applicable, related to compensation paid or payable by the OWNER to the CONTRACTOR. The CONTRACTOR shall timely pay, deposit with the appropriate GOVERNMENTAL AUTHORITIES and discharge the liability towards the SPECIFIED TAXES in accordance with the APPLICABLE LAW where the APPLICABLE LAW obligates the CONTRACTOR as the taxable person to pay and discharge such liability. The OWNER agrees to reimburse to the CONTRACTOR the SPECIFIED TAXES paid by the CONTRACTOR subject to the terms and conditions set forth in this Section 17.0

17.1.1 Except as provided in Section 17.1.2 below, with respect to the supply of SERVICES pursuant to the WORK ORDER issued by the OWNER, the CONTRACTOR hereby undertakes to pay, deposit with the appropriate GOVERNMENTAL AUTHORITIES under the GST LAW and discharge the liability for the GST AMOUNT in accordance with the GST LAW where the GST LAW obligates the CONTRACTOR as the taxable person to pay and discharge such liability.



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17.1.2 The OWNER shall pay, deposit with the appropriate GOVERNMENTAL AUTHORITIES under the GST LAW and discharge the liability for the GST AMOUNT in accordance with the GST LAW if the GST LAW obligates the OWNER as the taxable person to pay and discharge such liability.

17.1.3 Subject to the provisions of this Section 17, OWNER agrees to reimburse to the CONTRACTOR the GST AMOUNT paid by the CONTRACTOR in accordance with the terms and conditions contained in the CONTRACT.

17.1.4 Except as provided in Section 17.1.5, the OWNER agrees to reimburse to the CONTRACTOR any incremental GST AMOUNT where the increase in the rate of GST under the GST LAW is made effective before the scheduled date of delivery of the undelivered SERVICES as set forth in this WORK ORDER. The CONTRACTOR agrees to pass on the benefit to the OWNER as result of decrease in the rate of GST under the GST LAW.

17.1.5 The CONTRACTOR shall solely bear and pay any incremental GST AMOUNT levied under the GST LAW as a result of application of increase in the rate of GST for (a) any delay in completion of the SERVICES by the CONTRACTOR, or (b) re-performance of defective SERVICES attributable to the CONTRACTOR; or (c) combination of both the events set forth in this Section 17.1.5 (a) and (b).

17.1.6 Without prejudice to Section 17.1.7, the CONTRACTOR hereby undertakes to comply with the GST LAW and provide the OWNER with correct INVOICE(s), all SUPPORTING DOCUMENTS and



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information in order that the OWNER is able to avail applicable input tax credit of the GST AMOUNT paid by the CONTRACTOR or the OWNER, as the case may be. In the event of any mismatch or discrepancy in the details provided by CONTRACTOR and OWNER in their respective GST returns is reported in the GSTN, then the CONTRACTOR shall resolve such mismatch or discrepancy (in the event such mismatch or discrepancy is attributable to any act or omission of the CONTRACTOR) or otherwise cooperate with the OWNER to resolve such mismatch or discrepancy (in the event such mismatch or discrepancy is attributable to any act or omission of the OWNER) within the period prescribed by the GST LAW.

17.1.7 The CONTRACTOR shall, among other compliances required to be made by the CONTRACTOR as set forth in the GST LAW, comply with the following:

18.0 Ensure that correct PLACE OF SUPPLY, as determined in accordance with the GST LAW, is provided on all INVOICES issued by the CONTRACTOR

(a) Timely issue all INVOICES in accordance with the GST LAW, including all particulars as prescribed under the GST LAW with all SUPPORTING DOCUMENTS in accordance with invoicing instructions set forth in the CONTRACT to enable the OWNER to timely avail the input tax credit of the GST AMOUNT paid by the CONTRACTOR with appropriate GOVERNMENTAL AUTHORITIES;

(b) Pay in accordance with the GST LAW the GST AMOUNT with appropriate GOVERNMENTAL AUTHORITIES, including within the time prescribed by the GST LAW and timely file all returns as required



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by the GST LAW;

(c) Provide the OWNER with the #receipt voucher# as required under the GST LAW for the ADVANCE PAYMENT received by the CONTRACTOR from or on behalf of the OWNER;

(d) Provide the COMPANY with the #refund voucher# as required under the GST LAW for the ADVANCE PAYMENT refunded by the CONTRACTOR to the OWNER (a) in the event no supply or partial supply of SERVICES is made by the CONTRACTOR to the OWNER, no INVOICE is issued by the CONTRACTOR to the extent of such non-supply and the OWNER has terminated this WORK ORDER to the extent of such non-supply; or (b) in the event the OWNER has rejected the SERVICES for any reason set forth in the CONTRACT;

(e) Ensure that correct GST registration number of the CONTRACTOR is provided by the CONTRACTOR to the OWNER for incorporation in the WORK ORDER from the place where the CONTRACTOR is liable to issue INVOICE for the supply of SERVICES;

(f) Ensure that correct GST registration number of the CONTRACTOR and the OWNER is provided on all INVOICES issued by the CONTRACTOR;

(g) Ensure that correct GST registration number of the CONTRACTOR and the OWNER is furnished in the CONTRACTOR'S sales details uploaded as specified in all applicable returns to be filed by the CONTRACTOR in the prescribed formats under the GST LAW;

(h) Ensure that due process as prescribed under GST LAW is



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followed in all cases of defective SERVICES or WORK, irrespective of whether such defective SERVICES or WORK is attributable to the CONTRACTOR or not, such that no loss is caused to the OWNER on account of denial of any input tax credit and no liabilities for any interest or penalties arises on the OWNER;

(i) Accept the modification proposed by the OWNER in GSTR 2 in the event the OWNER notifies the CONTRACTOR that the OWNER does not accept the SERVICES or accepts only part of the SERVICES along with the issuance of credit note to the OWNER for such non-acceptance or partial acceptance of the SERVICES;

(j) Ensure prompt re-performance of the rejected SERVICES or WORK. In the event CONTRACTOR delays in re-performance of the rejected SERVICES or WORK, then CONTRACTOR shall be solely responsible for any GST compliance under GST LAW; and

(k) Provide on all INVOICES correct service accounting code (SAC) for the SERVICES rendered. Where service accounting codes for each item of SERVICES rendered under the WORK ORDER differ, then the CONTRACTOR shall provide on all INVOICES the correct service accounting code for each line item of SERVICE rendered and for which invoice is raised as specified in the WORK ORDER.

18.1 The CONTRACTOR represents and warrants that the CONTRACTOR has passed on to the OWNER the cumulative total savings derived by the CONTRACTOR as a result of reduction in rate of tax on any procurement of goods or services or the benefit of input tax credit as required under the GST LAW in prices or unit rates of the SERVICES.



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18.2 The CONTRACTOR shall in good faith pass on to the OWNER any further cumulative total savings derived by the CONTRACTOR as a result of reduction in rate of tax after the date of the WORK ORDER on any procurement of goods or services or the benefit of input tax credit as required under the GST LAW in the form of reduction in prices or unit rates of the SERVICES.

(1) 18.3 Notwithstanding anything contained in the CONTRACT to the contrary, the CONTRACTOR agrees and acknowledges that the OWNER will not reimburse or pay the GST AMOUNT on the advance payment until such time the OWNER has adjusted the entire advance payment against the completion of the SERVICES by the CONTRACTOR and the OWNER is eligible under the GST LAW to fully take the input tax credit on the GST AMOUNT paid by the CONTRACTOR on such advance payment and the OWNER has taken such input credit tax credit. Where the OWNER has agreed to provide the OWNER PROVIDED MATERIALS to the CONTRACTOR for incorporation into the PERMANENT WORKS and the CONTRACT specifies the consumption norms or limits for such OWNER PROVIDED MATERIALS and if the CONTRACTOR incorporates and consumes.

18.4 The OWNER PROVIDED MATERIALS in excess of the consumption norms or limits, or if the OWNER PROVIDED MATERIALS while in the CONTRACTOR'S custody is lost because of theft or damaged or lost for any reason except due to any event of FORCE MAJEURE, then the OWNER shall be entitled to claim damages by issuing an invoice to the CONTRACTOR for the OWNER PROVIDED MATERIALS consumed in excess of the norms or limits specified in the CONTRACT, or for the OWNER PROVIDED



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MATERIALS so lost because of theft or damaged or lost and pay and discharge the applicable GST on such damages. The CONTRACTOR shall promptly make the payment to the OWNER of such invoice, including the GST AMOUNT invoiced by the OWNER.

18.4.1 In case any bank charges, liquidated damages, or damages on any other account are payable by the CONTRACTOR to the OWNER, the OWNER shall raise an invoice as per GST LAW for such amounts deducted or to be recovered by the OWNER from the CONTRACTOR and the applicable GST AMOUNT calculated thereon at the applicable rate and the CONTRACTOR shall pay or reimburse such amount of damages forthwith along with GST AMOUNT.

18.4.2 In the event the OWNER had inadvertently reimbursed the GST AMOUNT to the CONTRACTOR for which the OWNER is denied input tax credit for any reasons attributable to the CONTRACTOR, then OWNER shall be entitled to adjust, off-set from the amounts owed by the OWNER to the CONTRACTOR or recover from the CONTRACTOR such loss of input tax credit as the OWNER may deem appropriate.

18.4.3 SUPPLIER must submit Invoices within Seven (30) days from the date of completion of work. Any delay in submission of Invoice may attract penalty equivalent to the credit differed on account of GST Taxes.

18.4.4 The SUPPLIER shall, among other compliances required to be made as set forth in the GST LAW, comply with the following with regard to raising of tax invoice for the supply made under this



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contract:

- (a) issue all invoices in accordance with the GST LAW, including all particulars as prescribed under the GST LAW;
- (b) ensure that correct PLACE OF SUPPLY as determined in accordance with the GST LAW is provided on all invoices issued by the SUPPLIER;
- (c) pay in accordance with the GST LAW the GST AMOUNT with appropriate GOVERNMENTAL AUTHORITY, including within the time prescribed by the GST LAW;
- (d) timely provide to the RECIPIENT each invoice with all SUPPORTING DOCUMENTS no later than seven (7) days from the date of invoice in accordance with invoicing instructions set forth in the WORK ORDER to enable the RECIPIENT to timely avail the input tax credit of GST AMOUNT paid by the SUPPLIER;
- (e) Provide the RECIPIENT with the #receipt voucher# for the ADVANCE PAYMENT received by the SUPPLIER from or on behalf of the RECIPIENT;
- (f) Provide the RECIPIENT with the #refund voucher# for the ADVANCE PAYMENT refunded by the SUPPLIER to the RECIPIENT in the event no supply of SERVICE is made and no tax invoice is issued by the SUPPLIER;
- (g) ensure that correct GST registration number of the SUPPLIER is provided by the SUPPLIER to the RECIPIENT for incorporation in the PURCHASE ORDER from the place where the SUPPLIER is liable to issue invoice for the supply of GOODS;
- (h) ensure that correct GST registration number of the SUPPLIER and the RECIPIENT is provided on all the invoices issued by the SUPPLIER;
- (i) ensure that correct GST registration number of the SUPPLIER



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and the RECIPIENT is furnished in the SUPPLIER#S supply details uploaded as specified in all applicable returns to be filed by the SUPPLIER in the prescribed formats under the GST LAW;

(j) In the event of any mismatch or discrepancy in the details provided by SUPPLIER and RECIPEINT in their respective GST returns is reported in the GSTN, then the SUPPLIER shall resolve such mismatch or discrepancy (in the event such mismatch or discrepancy is attributable to any act or omission of the SELLER) or otherwise cooperate with the BUYER to resolve such mismatch or discrepancy (in the event such mismatch or discrepancy is attributable to any act or omission of the BUYER) within the period prescribed by the GST LAW.

#### 19.0 GST INDEMNITY

The CONTRACTOR shall indemnify and hold harmless the OWNER GROUP from and against any and all (a) claims, suits and actions which are brought against; and (b) all LOSSES (including input tax credit, payment of interest, imposition of penalties) incurred by, any member of the OWNER GROUP for or relating to non-compliance by the CONTRACTOR of the requirements under the GST LAW, including as set forth in Section 9 of this SPECIAL CONDITIONS.

#### 20.0 INSTRUCTIONS FOR PREPARING GST INVOICES

20.1 The CONTRACTOR shall provide all SUPPORTING DOCUMENTS as set forth in the CONTRACT along with each INVOICE. All INVOICES shall contain the following particulars:

- a) Name, address and GSTIN of the CONTRACTOR;
- b) INVOICE number not exceeding sixteen characters;





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- c) Date of issue of INVOICE;
- d) Name, address and GSTIN of COMPANY;
- e) WORK ORDER Number;
- f) SA Code for SERVICES;
- g) Description of SERVICES
- h) Total value of supply of SERVICES or both;
- i) Taxable value of supply of SERVICES or both taking into account discount or abatement, if any;
- j) Rates of applicable GST and cess;
- k) Amount of GST and cess charged in respect of taxable SERVICES;
- l) Place of supply along with the name of the State, in case of a supply in the course of inter-State trade or commerce;
- m) Address of delivery of location of SERVICES rendered where the same is different from the place of supply;
- n) Whether the GST is payable on reverse charge basis; and
- o) Signature or digital signature of the CONTRACTOR or CONTRACTOR#S authorized representative.

20.2 In case of supply of SERVICES, the invoice shall be prepared in duplicate in the following manner

a) The original copy being marked as "ORIGINAL FOR RECIPIENT" for the OWNER; and

b) The duplicate copy being marked as "DUPLICATE FOR SUPPLIER" for the CONTRACTOR.

20.3 All INVOICES must be clear and all descriptions and details on it must be visible. Overwriting on any text on the INVOICE, including by applying whitener fluid shall not be permissible and such INVOICE shall be treated as incorrect and invalid and



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shall not be considered for payment. All corrections required must be done by pen by striking off the text to be corrected and authenticated by the authorized signatory's signature. If any INVOICE is defective, torn, mutilated or defaced, or there is any discrepancy in it, then such INVOICE shall be treated as incorrect and invalid and shall not be considered for payment. The CONTRACTOR shall be required to timely resubmit the correct INVOICE, in order that the OWNER is able to take the necessary input tax credit.

#### 21.0 Labour laws and Safety codes:

CONTRACTOR will comply with all labour and other statutory laws applicable from time to time. CONTRACTOR shall strictly adhere to safety codes.

#### 22.0 Termination:

Contract can be terminated within the contract period at the discretion of OWNER by giving notice in writing and without assigning any reason thereof.

#### 23.0 Defective Work:

Charges for Rectification of defective work and other consequent damages to OWNER within defect liability period shall be borne by the Contractor.

#### 24.0 Invoice submission:

The invoice(s) shall be submitted in invoice receipt section of Accounts Department of OWNER and supported by necessary documents, where applicable.



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The digitally Signed invoice shall be submitted against respective order through EBIZ Portal OR E-mail on Petroretail.Digitalinvoices@ril.com with copy buyer and engineer in-charge & the invoice should be addressed to:

Maharashtra-ISD

Reliance BP Mobility Limited

Dhirubhai Ambani Knowledge City (DAKC),

CHQ & BHQ, MIDC Plot No. 1 & 2, TTC industrial Area,

Thane Belapur Road, Kopar Khairane, Thane,

Navi Mumbai- 400 710.

GSTN - 27AAHCR2546N1ZW

#### 25.0 Closure of Contract:

The final invoices to be submitted by the CONTRACTOR, shall be accompanied by the certification and endorsement of EIC for confirmation of full completion of work.

#### 26.0 Conflict Resolution / Arbitration:

Any disputes and / or difference of opinion arising out of the work concerning this shall be referred to the President of the Retail Petroleum Business of the company of OWNER based at HO-Mumbai, whose decision shall be final and binding on CONTRACTOR.

#### 27.0 Jurisdiction for Legal disputes:



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All disputes arising out of this contract will be subject to Mumbai jurisdiction

28.0 BUSINESS INTEGRITY and Anti-Corruption and Anti Money Laundering clauses:

Our Suppliers must conduct business in an honest and ethical manner. We do not tolerate bribery or corrupt practices. We expect our Suppliers to follow fair competition practices to earn our business.

#### Definitions

"Affiliate" means #

- (i) a Person which directly or indirectly controls a Party;
- (ii) a Person which is directly or indirectly controlled by a Party; or
- (iii) a Person that is under common control with a Party.

For the purposes of this definition of "Affiliate", "control" means either ownership by one Person of the largest or controlling percentage of the voting securities or interests of the other Person, or the power to direct, administer and dictate policies of the other Person, or control the composition of the board of directors or managers, by virtue of any contractual arrangements or otherwise, and the term "controlled" shall have a corresponding meaning.

"Associated Person" means in relation to a Party or any Government Official, any Person who is an agent, servant, representative, director, officer or employee of such Person.

"Company" means Reliance BP Mobility Limited, a company incorporated and registered under the Companies Act 1956 and having its registered office at 3rd Floor, Maker Chambers IV, 222 Nariman Point, Mumbai 400 021, India and its successors and



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assigns from time to time.

"Contractor" means the Person with whom the Company has placed the Purchase Order.

"Governmental Authority" means any local, regional, state, federal or central government, governmental agency, department, ministry, commission, board, bureau or any other administrative or judicial or quasi-judicial authority, regulatory authority or instrumentality thereof.

"Government Official" means, whether appointed, elected or otherwise any:

(a) officer or employee of a government or any department, agency or instrumentality of a government;

(b) person acting in an official capacity or exercising a public function for or on behalf of a country or territory (or any subdivision of such a country or territory) or a government or any department, agency, enterprise or instrumentality of a country or territory (or any subdivision of such a country or territory) or a government;

(c) officer or employee of a company or business which is majority owned or controlled by a government;

(d) officer, employee or agent of a public international organisation such as the World Bank or United Nations; and/or

(e) officer or employee of a political party or any person acting in an official capacity on behalf of a political party.

"Law" means all federal, national, central, state, municipal and/or local legislation, ordinances, rules, regulations, statutes, bylaws, administrative requirements, notifications published in official gazettes, registration requirements, permits and other laws of any Governmental Authority, orders of any court, tribunal or any other judicial body, and any other instrument or



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pronouncement having the force of law as may be issued and be in force from time to time.

"Party" means either Company or Contractor, as the context requires, and the "Parties" means both Company and Contractor.

"Person" means any natural person, firm, corporation, company, voluntary association, partnership, joint venture, trust, limited organisation, competent authority or other entity including either Party, their Affiliates and Associated Persons.

"Purchase Order" means purchase order number [İ] pursuant to which Contractor has agreed to supply the Goods and perform the Work, incorporating, inter alia, these General Conditions of Purchase and all other Attachments, Exhibits, Annexures and amendments to purchase order in accordance with its terms.

"Sub-Contractor" means any contractor (of any tier) of Contractor supplying goods, services, materials, labour or equipment in connection with the Purchase Order.

"Work" means all activities to be carried out for supply of the Goods by Contractor and other works to be carried out by Contractor as set out in the Purchase Order.

1. Each of the Parties represents and warrants to the other Party that, in the past five years prior to the date of the Purchase Order, neither it nor, to the best of its knowledge, any of its Affiliates or Associated Persons, in connection with the Purchase Order or the Work,

a. has engaged in any activity, practice or conduct, which will amount to corruption including but not limited to,

i. paying, offering or offering to give, promising or agreeing to give, or authorizing the payment (directly or indirectly through any third party) of any monies, consideration of any kind or anything of value, to (a) any Government Official in order to



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obtain or retain business or to influence official action, or (b) or any of the other Party's Affiliates or Associated Persons or any other Person, in each case where such activities have the purpose or effect of commercial bribery, or acceptance or acquiescence in kickbacks or other unlawful or improper means of obtaining or retaining business, or taking or refraining from taking any action as an improper inducement or a reward for any act or decision; or

ii. receiving, extorting or soliciting, any monies, consideration of any kind or anything of value for any undue act or decision; or b. has directly or indirectly engaged in any other acts or transactions in each case, in violation of or inconsistent with the Prevention of Corruption Act, 1988 as may be amended, re-enacted, replaced or consolidated from time to time and in relation to the offence of abetment, Indian Penal Code 1860 as may be amended, re-enacted, replaced or consolidated from time to time, or any other applicable anti-bribery or anti-corruption Law, which has as its objective, the prevention of corruption.

2. Each of the Parties further represents and warrants to the other Party that, in the past five years prior to the date of the Purchase Order, neither it nor, to the best of its knowledge, any of its Affiliates or Associated Persons:

a. has directly or indirectly engaged in or facilitated any activity which will amount to money laundering, including without limitation, smuggling, terrorism and terrorist financing, conversion, concealment or disguise to make appear as legitimate, or acquisition, possession or use, of any economic advantage or property obtained or suspected to have been obtained from or in connection with any category of offences designated under any applicable anti-money laundering or other applicable Law; or

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b. has violated any provisions of the Prevention of Money Laundering Act, 2002, as may be amended, re-enacted, replaced or consolidated from time to time, or any other applicable anti-money laundering Law, which has as its objective the prevention of money laundering.

3. Each of the Parties further undertakes to the other Party that neither it nor any of its Affiliates or Associated Persons during the course of this agreement will act in a manner that renders the representations and warranties contained in Article 1 or 2 above incorrect, untrue or misleading.

4. If, in the reasonable judgement of either of the Parties, the other Party is in breach of its representations and warranties under Article 1a, 1b or 2a, 2b above, and/or undertaking in Article 3 above, the non-breaching Party shall have, without prejudice to any other right or remedy legally available to it, the right to either:

a. require the other Party to undertake any and all requisite measures to remedy or rectify such breach; and/or

b. terminate the Purchase Order/contract and recover any loss suffered by the non-breaching Party resulting from such termination; and/or

c. recover in full from the breaching Party any other loss sustained by the non-breaching Party as a consequence of any such breach, whether the Purchase Order/contract has been terminated or not.

5. Contractor further represents and warrants that it shall conduct due diligence before appointment of its Sub-Contractor(s) and shall cause such Sub-Contractor(s) to comply with all of the aforesaid anti-corruption and anti-money laundering Laws and undertakes to indemnify the Company, its Affiliates and Associated





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Persons against any loss or damages suffered on account of any failure by such Sub-Contractor(s) to comply with the aforesaid Laws.

#### 6. Reporting Mechanism:

If Contractor or any of its Affiliates or Associated Persons becomes aware of or reasonably suspects a violation or potential violation of Articles 1, 2 and 3 by either of the Parties to this Agreement, such Persons may report the same to the Company by sending email to #ethics.taskforce@ril.com#.

#### 7. Protection:

If Contractor or any of its Affiliates or Associated Persons refuses to pay or offer a bribe or raises concerns, or report any wrongdoing to the Company, such Person will not face any form of retaliation from the Company. The Company encourages openness and will support anyone who raises genuine concerns about any corrupt practices, in good faith.

#### 28.0 Engineer-in-charge:

Sh. Kedar Apte & Sh. Prashant Sharma shall be the Engineer-In-Charge for this. Contractor shall get in touch with Engineer-In- Charge for further instructions in execution of Scope of Work.

#### 29.0 INDEMNITY AND INSURANCE:

29.1 The contractor shall at all times indemnify and keep indemnified the OWNER and its officers, servants, agents as also of associated / affiliated companies from and against all third



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party liability claims whatsoever including costs, fees and expenses.

29.2 The Contractor shall, at his own cost and initiative, at all times take out and maintain insurance policies in respect of all interests including but not limited to its own property and / or property of others and/or loss of life or bodily / personal injury to its own personnel or person of any sub-contractors or its servants / agents and / or the OWNER.

29.3 The contractor shall be liable for all costs and expenses under the provisions of Motor Vehicles Act, Workmen Compensation Act, Fatal Accident Act and all the applicable laws in force or any new law enforceable in India.

29.4 Contractor shall hold OWNER harmless from and against any claim or liability for any failure by contractor, its subsidiaries, affiliates or sub-contractors.

#### 30.0 Compliance Documents:

#### 30.0 Compliance Documents:

30.1 Contractor shall abide by all the prevailing statutory State and Central Govt. laws and will strictly follow the regulations laid down under the laws. The Buyer shall not be responsible for any default there under by the Contractor. The Contractor shall indemnify the Buyer fully in this regard.

30.2 Payment against second invoice shall only be released after confirmation from Buyers authorized representative with respect to

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the compliance having been made by the Contractor as required under various provisions pertaining to insurances, statutory rules and regulations and evidence by submission of the following documents, including but not limited to the following.

**A) Initial / One Time Documents:**

30.2.1 Copy of "Indemnity Bond" on a stamp paper of Rs.200/- duly notarized.

30.2.2 Copy of "Work Order".

30.2.3 Copy of "Undertaking from the Contractor".

30.2.4 Copy of "PF Code Registration letter".

30.2.5 Copy of "ESIC Coverage Registration Letter".

30.2.6 Copy of "Registration under BOWC Act" (The building & other construction workers- regulation of employment & conditions of service) - if applicable.

30.2.7 Copy of "Profession Tax Registration Certificate".

**B) Monthly Documents:**

30.2.8 Copy of "Attendance Sheet".

30.2.9 Copy of "Wage Sheet" wages to be paid as per minimum wages notified by appropriate Govt.

30.2.10 Copy of paid "Provident Fund challan" paid in the immediate previous month of which invoice is submitted.

30.2.11 Copy of "Register of workmen employed" Form no. VIII under Contract labour Act.

30.2.12 Copy of "Site-Wise Summary" (For PF, ESIC & PT separately)

30.2.13 Copy of "Provident Fund Form 12 A, 5 & 10" paid in the immediate previous month of which invoice is submitted.

30.2.14 Copy of "Audit Report" by State Labour Consultant.

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30.2.15 Copy of "ESIC challan" paid in immediate previous month of which invoice is submitted.

30.2.16 Copy of "Professional Tax Challans".

**C) Half Yearly Documents:**

30.2.17 Copy of "Labour Welfare Fund Challan & Half Yearly Returns" under various applicable laws.

**D) Annual Documents:**

30.2.18 Copy of "PF Annual Returns" (Form No.3A, Form No.6A and 12a Reconciliation) - at the end of every year.

30.2.19 Copy of "Employee compensation Policy".

30.2.20 Copy of "Labour License" (commencement of Contract) once in year, if applicable & their after copy of the Renewal.

30.2.21 In case ESIC is not applicable, Contractor shall obtain "Workmen Compensation policy".

30.2.22 Copy of "Bonus Register" as per Bonus Act (if applicable).

30.2.23 Copy of "Form 24" (Annual returns) as per contract labour act & as applicable in acts.

All above copies shall be submitted by contractor if applicable as per rules and regulations.

30.3 The Contractor shall ensure strict compliance by his Service Personnel of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify Buyer from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against Buyer under Workmen Compensation Act, 1923, The Employees Provident Fund



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Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, etc. and any labour laws which would be amended/modified or any new act if it comes to force whatsoever, and all actions claim and demand arising and demand arising there from and/or related thereto.

30.4 The Contractor shall ensure to keep and maintain all the statutory registers, records as required under provision of Contract Labour (R & A) Act, 1970. Minimum Wages Act and the rules made there under, Employees Provident Fund Act, 1952 and keep the same available at the work site for inspection by Company's representatives and Government Authorities. Any other such document as may be required by Buyer from time to time.

30.5 All PF related documents shall be submitted to  
Kind Attn.: Mr. Kiran Sawant (Shared Services - Central Compliance Cell)

Reliance BP Mobility Limited

Dhirubhai Ambani Knowledge City (DAKC), CHQ & BHQ,

MIDC Plot No. 1 & 2, TTC industrial Area,

Thane Belapur Road, Kopar Khairane,

Thane, Navi Mumbai- 400 710.

Mobile No. : +918454843574, Land Line No. : 022-44789332

Email: kiran.sawant@jiobp.com based at Head office.

30.6 Non Compliance of PF:

A stipulated amount of 100% of the Gross value would be kept as security deposit if the CONTRACTOR fails to submit the required

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certified PF documents to SLC (State Labour Consultant) / EIC / Compliance Officer. The amount hold (100%) in context of PF compliance will be released only after successful submission of certified PF documents to SLC/EIC/CO.

**31.0 Governing Law and Arbitration:**

This Contract shall be governed and construed in accordance with the laws of India and the parties hereby submit to the jurisdiction of the court at Mumbai. All disputes arising out of the Contract which can not be settled amicably shall be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue for arbitration shall be Mumbai, India. The arbitration CONTRACT shall be final and binding upon the parties.

**32.0 Confidentiality:**

32.1 Contractor undertakes to maintain and cause Personnel to maintain the confidentiality of data/ documents related to the work performed by them and the information obtained from drawings, designs, specifications and other data provided by Buyer and that all or any of the information obtained while performing the work shall not be released or disclosed by the Contractor for any use or purpose other than execution of work assigned by Buyer, during the term of this Contract and for a period of three (3) years from the termination hereof.

32.2 The Contractor shall return to Buyer after expiration or termination of this Contract, all originals and copies of documents, drawings, data and any other information placed with or at the disposal of the Contractor by or on behalf of Buyer if



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any.

#### 33.0 ASSIGNMENTS AND SUBCONTRACTS

Any assignment of this Contract or rights hereunder, in whole or part, without the prior written consent of RBML shall be void, except that upon ten (10) calendar days written notice to RBML, CONTRACTOR may assign monies due or to become due under this Contract, provided that any assignment of monies shall be subject to proper set-offs in favour of RBML and any deductions provided for in this Contract.

CONTRACTOR shall not assign this Contract in whole or in part without prior written approval of RBML.

CONTRACTOR shall not subcontract with any third party for the performance of all or any portion of the Work without the advance written approval of RBML. Subcontracts must include provisions to secure all rights and remedies of RBML provided under this Contract, and must impose upon the Subcontractors all of the general duties and obligations required to fulfil this Contract.

If the Equipment which CONTRACTOR intends to use in carrying out the Work are owned in whole or in part by a third party or are mortgaged or charged or otherwise encumbered to a third party, CONTRACTOR shall procure an acknowledgement in writing of the unconditional availability of the equipment, for the duration of the Contract.



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Copies of all purchase and subcontract agreements are to be provided to RBML upon request. Pricing may be deleted unless the compensation to be paid there under is reimbursable under this Contract.

No assignment or subcontract will be approved which would relieve CONTRACTOR or its sureties, if any, of their responsibilities under this Contract, and CONTRACTOR shall be responsible for the acts, defaults and neglects of all Subcontractors and all agents, servants or workmen of any of them as fully as if they were the acts, defaults or neglects of CONTRACTOR.

CONTRACTOR shall ensure that all Subcontracts are made in writing.

RBML may assign this Contract including all rights and obligations hereunder at any time to any of its Group companies or co-ventures, without the consent of CONTRACTOR.

#### 34 COMMUNICATION PROTOCOL & NOTICES.

All communications, correspondence and documentation requested in this PURCHASE ORDER shall be addressed by either PARTY to the other party at the address provided below:-

BUYER-

Reliance BP Mobility Limited  
Dhirubhai Ambani Knowledge City (DAKC), CHQ & BHQ,  
MIDC Plot No. 1 & 2, TTC industrial Area,  
Thane Belapur Road, Kopar Khairane,  
Thane, Navi Mumbai- 400 710.  
Kind Attention: Sh. Chetan Gogawale





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Mail ID: Chetan.Gogawale @jiobp.com

Mob No. 9967547502

#### ANNEXURE 'F'

#### Schedule of Penalties for Safety Violations & HSE Non Compliance.

##### PART A - Penalty Clause.

##### 1.0 HSE Non-Compliance Penalties:

The contractor's obligation to consistently adhere to the HSE requirements as per RBML policy, guidelines and procedures is considered by RBML as being the direct responsibility of the contractor's supervisor and management. The clauses below are standard penalty clauses that are to be included in the specific terms and condition of contract.

1.1. It is the sole responsibility of contractor and resources engaged by contractor to understand the requirements pertaining to HSE compliance as per RBML HSE Policy, guidelines and procedures.

1.2. The contractor shall ensure and demonstrate that, the contractor's supervisors and workforces (including subcontractors) are competent and trained to carry out the assigned job.

1.3. The Contractor shall ensure the availability of safe work method for all the jobs assigned and clear understanding of safe work methods of the assigned job by his supervisor and workmen.

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1.4. In the event that the company considers that the contractor has failed to comply with the latest approved HSE manual, or other RBML HSE requirements, then company shall issue the contractor with an HSE Violation Memo. An HSE Violation Memo is any written notification issued by the company detailing specific aspects of the works or services that do not comply with either the latest approved HSE manual or other RBML HSE requirements.

1.5. Repeated failure by the contractor to comply with the latest approved HSE manual, or other RBML HSE requirements may result in the removal from site of the relevant Contractor's supervisory and/or managerial personnel.

1.6. For each HSE Default notification the following are the penalties.

The Contractor shall comply with all the safety rules and regulations as governed by the national or local laws of India or risk prevention programs established by standard practice in the industry for the type of work under the Contract, as well as Health and Safety Requirements.

1.7 The Contractor shall be responsible for implementing its safety and risk prevention programme.

1.8 The Contractor shall provide adequate safety measures and will take the necessary precautions so that its workers, representatives, and guests, and those of its Sub-Contractors, while at the Site adhere to such measure and comply with the



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applicable health and safety laws, customs and regulations, as well as the safety policies of the Owner.

1.9 The contractor shall require from its employees, representative(s) or guests, as well as from those of its Sub-Contractors, the use of routes, indicated by the Owner for entering, traveling with, and exiting the Site.

1.10 Within fifteen (15) calendar days subsequent to the award of the contract and, in any case before commencing work at the Site, the Contractor shall submit to the Owner, for approval, its safety and risk prevention program and its plan for prevention of and protection against, fire

1.11 The Contractor shall supply safety equipment and shall ensure obligatory use of this equipment by its personnel. Employees of the contractor and of all Sub-Contractors shall wear approved safety gears while on the Site.

1.12 The Contractor shall properly light the work and shall provide and maintain all passage ways, handrails, guard fences, barricades, lights and other facilities for the protection required by normal prudence, public authorities, the Owner. When work is performed at night or when the natural light is insufficient, the Contractor shall provide sufficient artificial light to permit efficient, satisfactory, and safe execution of the work, and so as to permit a thorough inspection. During such periods of artificial lighting and energy shall be installed and maintained so as to maximize conservation and in safe operating conditions.

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1.13 The Contractor shall designate and make known to the Owner a responsible member of the Contractor's organization whose duty shall be the prevention of accidents. This person shall see to, and the Contractor shall be responsible for, the posting of proper warning signs at all hazardous places in or about work

1.14 The Contractor shall not be released from any obligations established by this Article, and said obligations will not be abridged or limited by virtue of having procured insurance.

1.15 The Owner reserves the right to suspend the work or any part thereof, when it concludes that the Contractor is not complying with risk prevention or safety measures in the execution of the work, until such non-compliance is remedied by the Contractor. If the Contractor does not correct the unsafe conditions of the work, the Owner shall have the right to terminate the contract. The Owner shall be responsible for supervising the implementation of the Contractors safety program, and the Owner shall not assume any liability for the safety of employees of the Contractor or its Sub-contractors.

1.16 The Contractor shall designate a safety representative who is acceptable to the Owner, and shall participate in periodic meetings on safety. The contractor will instruct its personnel regarding the requirements of the Owner's safety policies and regarding own safety programs and will co-ordinate safety procedures with other Contractors and Sub-Contractors.

The Contractor shall ensure its employee or Sub-contractors are



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familiar with Health and Safety requirements of Contractor and shall be responsible for the safety practices of its employees or sub-contractors. In this regard, the Contractors shall immediately bring to the attention of Employees or employees of sub-contractor at the mine Site.

#### **2. ENVIRONMENTAL & SAFETY INDEMNITIES**

To the extent caused during performance of the Work under this Contract by Contractor or its subcontractors or persons employed by them, Contractor shall indemnify, defend and save harmless Owner and its affiliates, attorneys, representatives and personnel, and at Owner's request, from and against any and all claims, losses, costs, fines, damages, expenses (including reasonable attorney's fees and other costs of defense) liabilities, demands, or causes of action arising under or out of:

Any national or local law or regulation, ordinance or ruling of the INDIA relating to the environmental laws.

Any violation of the Environmental Guidelines for Contractor that are part of the Contract Documents and

Any national or local law or regulation, ordinance or ruling of the INDIA relating to safety matters or Safety Guidelines made by the Owner.

#### **3.0. CLEANING UP**



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3.1 The Contractor shall at all time keep the Site neat, clean and free from accumulation of waste materials and rubbish which arise out of the performance of the work, regardless of the source and without limitation, Contractor shall keep the Site, the Site of the work, the work and the work of other Contractors free from dropping, dripping and spattering of materials used in the work. The Contractor shall withdraw excess materials and unnecessary equipment from the work Site.

3.2 On completion of the work, the Contractor shall remove from the Site all of its waste materials and rubbish, temporary buildings and facilities, tools, plant, equipment and surplus material and shall leave the Site clean and in a reasonable condition for its immediate use. The Contractor shall return to the Owner's warehouse all remaining tools, equipment and materials that are the property of the Owner.

3.3 If the Contractor fails to perform any of its obligations, the Owner may arrange to have whatever may be necessary to correct such default performed by others, and the Owner will deduct the cost thereof, from the amount due to the Contractor.

3.4 The Contractor shall exercise particular care to prevent concrete, mortar, plaster, paint or other materials from entering of damaging the sewers and other parts of the drainage system and shall satisfy the Owner that no such materials are lodged therein, or shall remove same as directed.

#### 4.0. PROTECTION OF THE ENVIRONMENT



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4.1 The Contractor shall strictly comply with all Laws, including ordinances, rules and other regulations bearing on the conduct of the Work/Service and all statutes, regulations, bylaws, orders, and policies pertaining to the protection of the environment. The Contractor shall take all reasonable precautions to minimize the impact of its operations on the environment and shall strictly comply and adhere to the provisions of the Environmental Guidelines for Contractors.

4.2 The Contractor agrees to immediately report to the Company any incident which results in, or has the potential to result in, material damage to the environment or a breach of any Laws concerning the protection of the environment.

4.3 The Owner reserves the right to suspend the work or any part thereof, when it concludes that the Contractor is not complying with environmental obligations as stipulated in the laws, rules regulation or Environmental Guidelines for Contractors in the execution of the work, until such non-compliance is remedied by the Contractor. If the Contractor does not comply two weeks after suspension of the work, the Owner shall have the right to terminate the contract.

4.4 The Contractor shall ensure its employee or sub-contractors are familiar with environmental requirements of RBML and shall be responsible for the environmental compliance of its employees or sub-contractors.

### 5.0 EMERGENCIES



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5.1 In emergencies endangering life or property, the Contractor shall proceed immediately to fulfill his relevant contractual obligations, and shall inform the Engineer as soon as possible.

5.2 The Engineer has authority in an emergency to stop the progress of the work whenever in his opinion such stoppage may be necessary to ensure the safety of life, or the work, or neighboring property. This includes authority to make changes in the work and to order, assess and award the cost of such work, extra to the Contract or otherwise, as may in the Engineers opinion be necessary. The Engineer shall within two (2) working days confirm in writing any such instructions.

#### 6.0 Violation - Penalties

HSE element	1st Time	2nd Time	3rd Time	4th Time	5th Time
Critical	1000/. Rs	5,000/. Rs	Review for Termination of Contract*		

Essential Written violation memo	500/. Rs	1,000/. Rs	Review for Termination of Contract*
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Desirable Written violation memo	100/. Rs	500/. Rs	5000/- Review for Termination of Contract*
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#### Incidents - Penalties

Incidents Category	1st Time	2nd Time	3rd Time
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Medical Treatment Case (MTC)	Written violation memo	Warning Letter	Review for Termination of Contract*
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Loss Time Case (LTC)	Warning Letter	Review for Termination of Contract*
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Fatal Incidents	Review for Termination of Contract*
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\* This will involve termination of all ongoing activities at site. Leftover jobs will be carried out through another vendor and all the cost & efforts involved in completion of such jobs will be deducted from vendor.

For the purposes of this penalty clause:

6.1 Where an HSE Violation Memo contains several incidences of default, each incident shall be considered as a separate HSE Default Notice.

6.2. Where HSE default persists for a period longer than 24 hours (for Critical and Essential activities) and 48 hours for Desirable activities, then the applicable penalty shall be repeated for each subsequent period of 24/48 hour that the default continues.

#### 6.3 Penalty Clause.

Categorization of various activities undertaken at sites, is stated below for reference. The list of activities mentioned in the table below are indicative and are not exhaustive. Reference to be made to the document "Safety during construction at site CES- DOC- SC-RO-211" for further details / requirements against each type of job.

##### 6.3.1 Critical (Level 2):

Si. No HSE Element/ Description

6.3.1.1 Permit To Work (PTW) shall be followed in all activities, which shall be indicated at the time Kick of meeting (KOM) by the Engineer In Charge (EIC) & HSE Manager and contractor shall adhere to all the conditions specified in the PTW.

6.3.1.2 Using of Full Body Harness (FBH) with double lanyard for work at height beyond 1.5 meter and 100% anchoring of FBH while



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working at height above 1.5 meter height.

6.3.1.3 Engaging no labour / workforce below 18 years.

6.3.1.4 Following Lock Out Tag Out (LOTO) in electrical / maintenance related work.

6.3.1.5 Use inspected and known safe working capacity lifting equipment's, tools and tackles in lifting activity.

6.3.1.6 Sites where excavation is being done should be thoroughly inspected for identifying underground utilities like cables, pipe lines before excavation. No damage of electrical cables, pipelines or any underground utilities allowed.

6.3.1.7 Barricade of 1M height (with red & white band / self-glowing caution board) should be provided for excavation beyond 1.5 meter depth.

6.3.1.8 Excavated earth should not be placed within 1.0 meter of the edge of the trench or at a distance equal to depth of trench whichever is greater.

6.3.1.9 Safe angle of repose to be maintained while excavating trenches exceeding 1.5 m depth depending on the type of soil available.

6.3.1.10 Persons not holding valid driving licenses should not be allowed to drive the vehicles.

6.3.1.11 While lifting / placing of the load/ working at height is in progress, no unauthorized person should remain within the radius of the boom and underneath the suspended load/ underneath the work at height.

6.3.1.12 Ensure that cables used for operating equipment and tools at site are free from cuts, damaged insulation, kinks or improper insulated joins. All cables shall be double insulated only. And all electrical connection should be routed through ELCB/RCCB.

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6.3.1.13 All scaffolding shall be inspected and certified by RBML before putting them for use. Scaffolding have to be properly designed to carry the safe working loads expected for the job.

6.3.1.14 There should not be any entry inside the confined space without valid work permit and supervision. Ensure requisite oxygen level before entry in the confined space and monitor level periodically.

6.3.1.15 Work involving flame/sparks will not be allowed inside the operational company premises. In exceptional cases, if such type of jobs is required, then it will be carried out strictly under close supervision and after issue of Permit to Work (PTW).

6.3.1.16 Use of job specific PPE's like usage of safety goggles during welding, grinding and cutting work.

**6.4 Essential (Level 1):**

6.4.1 Usage of Safety Shoe, safety helmet & reflective jacket, while working at construction sites.

6.4.2 Barricade of 1M height (with red & white band / self-glowing caution board) should be provided for excavation of 1.5 meter depth or less.

6.4.3 Safety goggles shall be used while carrying out work involving drilling/cutting in hard surface/concrete/rock etc.

6.4.4 Provision of slope and access in the excavation depth up to 1.5 meter.

6.4.5 At least one DCP type fire extinguisher shall be made available while carrying out any Hot work

6.4.6 Scaffolds shall be provided with safe means of access such as stairs, ladders or ramps. Ladder should be secured



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against inadvertent movement

6.4.7 Electrical and pneumatic tools shall be free from defective and shall be used by a competent person.

6.4.8 Gumboots shall be used during bituminous work.

6.4.9 All welding and earthing cables shall be checked for any worn out or cracked insulation before starting the job.

Earthing cable should be separate and without any loose joints.

6.4.10 First Aid box shall be available in construction area

6.4.11 Conducting tool box talk daily to workmen and maintaining the record.

6.4.12 Proper and accessible means of entry and exit should be established and made known to the work force before initiating the work in excavation or confined space

6.4.13 All gas cylinders shall be properly secured in upright position.



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