



TALWANDI SABO POWER LIMITED

INSTRUCTION FOR EOI DATED 27.02.2020

For

IMPROVEMENT OF NET STATION HEAT RATE

For

TALWANDI SABO POWER LIMITED (OWNER)
1980 MW SUPERCRITICAL THERMAL POWER PLANT
(3 X 660 MW)
AT VILLAGE BANWALA, DISTT. MANSA,
PUNJAB, INDIA

27TH February 2020

This document can be amended at the discretion of TSPL (if needed).

INSTRUCTION

Talwandi Sabo Power Limited (hereinafter referred to as "TSPL/Owner/Buyer"), a subsidiary of Vedanta Limited, has set up one of Punjab's largest green-field Thermal Power Plant for the supply of power on long term basis with a capacity of 1980 MW (3x660 MW).

TSPL invites interest from parties against their EOI published on 27.02.2020 " **PARTNER FOR IMPROVEMENT OF NET STATION HEAT RATE & BREAKTHROUGH INNOVATION** "

In order to get the details of Scope of work and other relevant details about the plant interested parties are requested to fill up the enclosed **Non-Disclosure Agreement** in their company letter head, Stamp, Seal, Sign and send the same vide mail to rohit.nanoty@vedanta.co.in with copy to tspl.eoi@vedanta.co.in

Post receipt of signed Non-Disclosure Agreement as per TSPL requirement then the detailed scope of work and other relevant information regarding EOI shall be provided from mail id of rohit.nanoty@vedanta.co.in.

NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as ("**the Agreement**") is executed at Mansa on this ___ Day _____ of 2020;

BY AND BETWEEN

Talwandi Sabo Power Limited (CIN NO L40101PB2007PLC031035) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Mansa Village- Banwala, Mansa Talwandi Sabo Road, District - Mansa, Punjab - 151302 which expressions shall unless repugnant to the context or meaning shall include each party, its officers, employees, consultants, and agents. ("**TSPL**")

AND

_____, a company incorporated under the provisions of Companies Act, 1956 having its registered office at _____, hereinafter referred to as "Vendor" (which expression shall, unless excluded by or repugnant to the Subject or content hereof include its officer, directors, affiliates and legal assigns) of the other part.

(TSPL and _____ are individually referred to as a "**Party**" and collectively referred to as the "**Parties**")

As used in this Agreement, the Party (together with any agent of such party) disclosing Confidential Information (as defined below) is referred to as the "Disclosing Party" and the party receiving such Confidential Information is referred to as the "Recipient".

WHEREAS the Parties own, control or hold the Confidential Information (as defined hereinafter) and the Parties agreed to disclose the Confidential Information to each other for the Approved Purpose (as hereinafter defined).

WHEREAS the Parties have mutually recognized the need to protect such Confidential Information and to establish terms governing its use and protection and have agreed to keep the Confidential Information confidential on the provisions of this Agreement.

NOW THEREFORE in consideration of the mutual promises and covenants and other good and valuable consideration contained in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Definitions:

1.1 **"Approved Purpose"** means Scope of Work as defined under Attachment I to Schedule I of the Engagement Letter signed by Lex Care and TSPL dated 1st August 2019.

1.2 **"Confidential Information"** means (a) any and all information (whether in written form, oral, electronically or optically stored or otherwise) about the Party, its assets, its Related Body Corporate, that may come to the knowledge of the other Party as a result of the Parties' discussions which is non-public, confidential or proprietary in nature to the other Party or its Related Body Corporate, and (b) any and all technical and non-technical information including customer lists, databases, trade secret, copyright, and all private, proprietary information, proprietary rights, notes, analyses, compilations, reports, techniques, drawings, know-how, processes, software programs, software source documents, systems and formulae, and includes, without limitation, information concerning financial / cost information, as well as business forecasts, communication exchanged, and information, or other documents in tangible form which were developed based upon, or otherwise contain or reflect Confidential

Information, whether prepared by the Parties or others and whether or not labeled as “confidential/proprietary” or not.

1.3 **“Disclosing Party”** means that Party disclosing its Confidential Information to the Recipient.

1.4 **“Person”** includes any corporation, company, partnership, governmental agency or body, entity, individual or group.

1.5 **“Recipient”** means that Party receiving the Confidential Information from the Disclosing Party.

1.6 **Related Body Corporate/Affiliate** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, “control” means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and “controlled” shall be construed accordingly;.

2. The Parties have expressly agrees that:

2.1 All Confidential Information acquired by any Party from the other Party under this Agreement will be and remain the exclusive property of that Party only. The Confidential Information will be solely used for the Approved Purpose intended by the Parties, unless a different purpose is hereafter authorized and mutually agreed upon in writing and issued by any of the Parties. The Confidential Information has commercial value and the Parties undertake that it will not use any Confidential Information in any other manner that is contrary to the terms of this Agreement.

2.2 The Parties shall not disseminate, divulge or in any way disclose, and will use their best efforts not to allow disclosure of any Confidential Information of the other Party to any third party except to the Recipient's employees and directors ("**Permitted Recipients**") on a need-to-know basis for the Approved Purpose and who agree, in advance, to be bound by this Agreement. The Parties are responsible for the compliance by its Permitted Recipients of the terms and conditions of this Agreement or for any breach or threatened breach by any of its Permitted Recipients. The Confidential Information will not otherwise be made available or disclosed or any access granted to any other person without the prior written consent of the Disclosing Party.

2.3 The Parties shall take all reasonable measures to protect the confidentiality of the Confidential Information; provided however, that such measures shall be no less stringent than measures taken to protect its own Confidential Information.

2.4 The Parties shall be promptly notified in writing in case of any breach or threatened breach of the provisions of this Agreement by the other Party or Permitted Recipients. The Parties will cooperate fully with the other Party in an effort to regain possession of Confidential Information and prevent its further unauthorized use or disclosure.

3. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to, and the Party shall not be liable for, information that (a) becomes publicly known (other than through disclosure by any Party or by a person to whom the Party disclosed the Confidential Information); (b) was within the public domain; (c) is received by any Party from a third party whom the other Party knows is legally entitled to possess the Confidential Information and provide it to the Party; (d) is developed by the Parties, independently of and without reference to the Confidential Information and the Parties have evidence(s) of any such independent development or (e) is identified by the Parties in writing as no longer proprietary or confidential.

4. The Parties acknowledge that none of the Party, or any of its officers, employees, consultants, advisers and contractors have made or makes any representation or warranty, express or implied, as to the accuracy, completeness or reliability of any Confidential Information; or is under any obligation to notify the other Party, or provide further information, if it becomes aware of any inaccuracy, incompleteness or change in the Confidential Information. The Parties acknowledge that it will make an independent assessment of the Confidential Information and that it will carry out, and rely solely on, its own investigation, enquiries and analyses; and verify all information on which it intends to rely to its own satisfaction.

5. The Parties agree not to reproduce or copy, by any means, Confidential Information without the other Party's prior written permission. Upon demand by any Party at any time or upon termination of this Agreement, the other Party must, at the Party's discretion:

- (i) promptly return to the other Party all Confidential Information;
- (ii) destroy all tangible materials that disclose or embody Confidential Information;
- (iii) destroy all documents (including analyses, compilations, reports and memoranda) which were prepared by or for the Party and which were based wholly or partly on the Confidential Information, and delete all such documents held electronically in any medium; and
- (iv) if required by the Party, provide to the other Party a statement from the Recipient or a duly authorised Representative of the Recipient that to that person's actual knowledge all copies of the Confidential Information have been delivered, deleted or destroyed.

6. In the event the Parties are required by law, regulation, or court order to disclose any of the Disclosing Party's Confidential Information, the Recipient will promptly notify the Disclosing Party in writing prior to making any such disclosure

in order to provide a reasonable opportunity for the Disclosing Party to seek a protective order or an appropriate remedy from the proper authority. The Parties agree to cooperate with each other in seeking such order or other remedy. In such an event, the Recipient will furnish only that portion of the Confidential Information that is legally required to be disclosed.

7. The Parties agree that the obligations hereunder shall remain in force for a period of 24 months post the completion of the Approved Purpose.

8. The Parties acknowledge that Confidential Information is unique and valuable, and breach thereof will result in irreparable injury to the other Party for which monetary damages alone would not be an adequate remedy. Without prejudice to the above, in the event of a material breach of this Agreement, the aggrieved Party shall be entitled to enforce the provisions of this Agreement by obtaining injunctions, specific performance (as appropriate), or other equitable relief as a remedy for any breach or threatened breach by the other Party in addition to seeking monetary damages or pursuing any other remedy arising in terms of this Agreement, any other instrument contemplated by this Agreement, or at law or in equity. The Parties agree that the other Party shall not be obliged to show or provide evidence of any actual damage sustained or to be sustained by it or its Related Body Corporate in order to obtain such injunctive relief.

9. The Party must indemnify the other Party and keep indemnified the other Party against all claims and all losses, costs, liability and expenses incurred by the other Party in respect of any breach of this Agreement by the Party and any act or omission by a person to whom the Party has disclosed the Confidential Information, which if done or omitted by the Party, would be a breach of this Agreement by the Party.

10. The Parties also agree that for a period of twelve (12) months after the date of this Agreement and/or for so long as this Agreement remains in effect, not to employ,

offer employment to or solicit, in any manner whatsoever, any employees of the other Party or its Affiliates or any member of the Vedanta Group.

11. Except as required by applicable law or regulations, the Parties shall not make any public statement, disclosure, announcement or revelation or disclose to any person without the prior written consent of the other Party (which consent may be withheld at Disclosing Party's sole discretion), the existence, content, or nature of this Agreement or any information relating to the Approved Purpose.

12. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13. Any notice or communication to be given under this Agreement shall be given if sent by registered post with acknowledgement due to the intended recipient at the address given above or to such address as may be notified from time to time by the Party concerned. Email communications will not be accepted as a legal notice/legal claim served on either Party. Such communication must be served at the address of the Parties specified herein above only by registered post and marked to:

(a) ----- [name of person], ----- [designation], if sent to TSPL;

(b) ----- [name of person], ----- [designation], if sent to _____.

14. At the first instance, if any dispute arising out of or relating to this Agreement which cannot be settled by the Parties, shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 (the "Arbitration Rules"), applicable at the time of submission of the dispute to arbitration. The seat of the arbitration shall be Mansa, Punjab. The arbitration shall be conducted in the English language, and the arbitral tribunal shall consist of 3 (Three) arbitrators. One arbitrator shall be appointed by TSPL and one by _____. The arbitrators so appointed shall appoint the third arbitrator. If there is any inconsistency between the provisions of this Agreement and the Arbitration Rules, the provisions of this Agreement shall take

precedence. Further the arbitral tribunal shall not have the power to alter, amend or otherwise affect the terms and conditions of this Agreement.

15. This Agreement: (a) constitutes the entire agreement between the Parties concerning the subject matter hereof; (b) may not be amended or modified except by a written instrument signed by authorized representatives of both Parties; (c) shall be binding upon and inure to the benefit of each Party's respective successors and assigns provided, however, that neither Party may assign, whether by operation of law or otherwise, in whole or in part without the prior written consent of the other Party; and (d) shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts located in Mansa, Punjab shall have exclusive jurisdiction to settle any dispute arising out of this Agreement.

16. If any provision of this Agreement is found to be unenforceable, it shall not operate as a waiver on the other provisions capable of being enforced. The unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

17. The Parties acknowledge and agree that the disclosure of Confidential Information by the Disclosing Party to the Recipient does not grant or imply a conveyance of ownership or a license of any Confidential Information or a patent, copyright, trade secret, trademark or other intellectual property rights related thereto. All Confidential Information (including all copies thereof), unless otherwise specified in writing, shall remain the property of the Disclosing Party only.

18. Within fourteen (14) days after receipt of the Disclosing Party's written request (the "Request"), the Recipient shall promptly destroy or deliver to the Disclosing Party, at the Disclosing Party's option, (a) all materials furnished to the Recipient by the Disclosing Party, and all copies thereof; and (b) all documents and tangible objects, and all copies thereof, containing or representing Confidential Information; including

any analyses, compilations, studies or other documents, and all copies thereof, prepared by the Recipient for its use containing or reflecting Confidential Information. The Recipient shall provide the Disclosing Party with written certification of its compliance within twenty-one (21) days after receipt of the Request. Subject to written confirmation by the Disclosing Party, the Recipient may be allowed to keep one copy of the written certification of compliance with the Request, only for the purpose of record keeping as required under the applicable laws.

18. This Agreement binds the Parties to the full extent provided under this Agreement notwithstanding that any of the persons named as Party has not executed or may never execute this Agreement; or the enforcement of this Agreement against any of the signatories (other than the person sought to be made liable) is or may become prejudiced or impossible.

19. This Agreement is executed in two (2) counterparts and each counterpart shall be deemed to be an original, but both counterparts of which shall constitute the same instrument.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly authorized, executed and delivered by its duly authorized representative.

For _____

For Talwandi Sabo Power Limited

Signature:

Signature:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WITNESSES:

1. _____

2. _____