



TALWANDI SABO POWER LIMITED

**Tender Specification No:
TN/2/CM/TSPL/2020-21/R4**

Bidding Document and Technical Specifications for

Covering of Tarpaulin on coal rakes loaded from

Domestic sources

To

**Talwandi Sabo Power Limited,
Mansa, Punjab**

03rd Aug 2020

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VOLUME –I
INSTRUCTION TO BIDDERS

1.0. INTRODUCTION

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 bids for covering of Tarpaulin on coal rakes loaded from Domestic sources as per requirement of Railways / MCL / CIL.

2.0. GENERAL INFORMATION

The interested bidders are invited to submit their bid comprising of Technical Bid and Price Bid for the subject package, in line with the provision of this bidding document. The detailed procedure for submission of bids has been detailed hereunder in this document.

TIME SCHEDULE FOR BIDDING PROCESS

S. No.	Bid Reference	Details/Tentative timelines
1	Last Date for clarifications, if any, to be sent to TSPL.Fuel@vedanta.co.in	03 rd Aug 2020
2	Response to bidder’s queries	04 th Aug 2020
3	Last date and time for Receipt of Bid (EMD & Technical Bid) in Hard copy or Soft Copy	07 th Aug 2020 by 12:00 PM
4	Confirmation of EMD (RTGS) submitted	07 th Aug 2020 by 12:00 PM Onwards
5	Opening of Technical Bid & Checking of Responsiveness (Envelope-II) only for those whose EMD is in order.	07 th Aug 2020 ,12:00 PM Onwards
6	Submission of Soft copy Price bid through mail id TSPL.ebid@vedanta.co.in	07 th Aug 2020 by 02:00 PM to 03:00 PM only
7	Price bid opening (only for qualified bidders) (Envelope-III or Password Protected Soft File)	07 th Aug 2020, 03:00 PM Onwards

Please note that, Procedure for submission of soft copy bid is attached as Annexure-D.

Note: Timelines mentioned above are indicative and are subject to change at the discretion of TSPL. TSPL reserves the right to amend the above schedule or modify/cancel the bid process at its own discretion. The successful bidder shall not be entitled to any loss / claim / damage arising out of or related to the amendment / modification / change in the abovementioned schedule. All expenses in relation to Bidding to be borne by the Bidder.

The representative of bidder, who want to witness the tender opening (Technical & Price bid) can attend the process as per schedule given above.

Note: In case of any relaxation/deviation requested in Qualification Requirement, please attach the annexure specifically highlighting the deviations requested and reasons for the same.

3.0. BIDDING DOCUMENTS

In addition to the Invitation for Bid, the Bidding Documents shall comprise the following:

- Instruction to Bidders (ITB) - Volume-I
- Technical Specifications - Volume-II
- Annexure/Formats/Forms - Volume-III
- Any other document issued/ made available by TSPL to prospective bidders. The bidder(s) are expected to read and examine all instructions, forms, terms & conditions, specifications and other information in the Bidding Documents as well as satisfy themselves regarding completeness of Bidding Documents. Failure to furnish all information required as per the Bidding Documents or submission of a bid in disregard to the requirements of the Bidding Documents in any respect will be at the risk of bidder and may also result in rejection of its bid. (Any inconsistency in the tender document has to be highlighted at the time of submission of the bid. Tender shall be considered as submitted by all the bidders and no modifications shall be entertained thereafter).

TSPL reserves every right to modify the Bidding Documents by amendment/addendum before the scheduled submission of the Bid, for any reasons. Also, at any time before finalization of the bid, TSPL may seek additional information/ documents / declaration from the bidders; failure to furnish such details may result in rejection of bid(s). All such changes will be notified through relevant communication to the bidders.

4.0. PERIOD OF VALIDITY OF BID

The Bidder shall ensure that its bid initially remains valid and open for acceptance for 90 days from the opening of the Bid.

5.0. SUBMISSION OF BIDS

Bidders shall submit their bids at the following address by the Date and Time as mentioned in Clause 4 of Volume-I:

**Head Commercial
Talwandi Sabo Power Limited,
Village: Banawala, Mansa-Talwandi Sabo Road,
District: Mansa, Punjab-151302.**

The Bids shall be submitted in three parts i.e. Part-I, Part-II & Part-III. Each part will be enclosed in Covering of Tarpaulin on Coal loaded rakes from domestic sources

a separate envelope duly super-scribed on the envelope as Part-I (Earnest Money), Part-II (Technical Bid) and Part-III (Price Bid). All the three envelopes will be further enclosed in a large envelope. The following procedure shall be followed for opening of tenders.

(a) **Part-I Earnest Money Deposit:** Part-I consisting of Earnest Money Deposit in the form of RTGS transfer will be opened first. Technical bid shall be opened if the Earnest Money is in conformity to the Terms & Conditions of the Tender, otherwise Technical Bid will not be opened.

(b) **Part-II Technical Bid:** Part-II consisting of Technical Bid documents as below except Price Bid. Price Bid will be opened for those Bidders, whose Technical Bids are found in line.

1. One copy of Bidding Documents duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.
2. Complete company profile
3. Documents for coal rakes handled for covering with tarpaulin in last three financial years. (Annexure C)
4. Financial Balance sheet for last three year (Annexure C).

(c) **Part-III Price Bid:** Part-III consisting of the Price Bid for each item as well as other related terms like freight, insurance, taxes and duties etc. and other incidentals relevant to the price. All Commercial Terms and Conditions including discount if any, GST wherever applicable shall be specified in the Price Bid. **No correspondence/clarifications shall be entertained after the opening of Part-III.**

Bidders may choose to submit the bid in the form of soft copy (refer the procedure for submission of soft copy bid Annexure-D) or as hard copy as mentioned above.

Bids must be received at TSPL site, Punjab not later than the time and date specified in Clause 2.0 of Volume I. In the event of the specified date for submission of bids being declared a holiday for TSPL, the bids will be received up to the appointed time on the next working day.

No bid may be withdrawn in the interval between 24 hours prior to the Bid submission deadline and the expiration of the bid validity period specified in the Bidding Document.

6.0. EARNEST MONEY DEPOSIT (EMD)

The bidders are required to deposit the Earnest Money of Rs 10 Lacs through RTGS in favour of Talwandi Sabo Power Limited in the following bank account details.

Beneficiary Name	: Talwandi Sabo Power Limited
Account No.	: 35216862121
Centre (Location)	: Mumbai
Bank	: State Bank of India
Branch	: CAG Branch, Mumbai
Account Type	: Cash Credit
IFSC Code	: SBIN0016376

Initially validity of EMD shall be for the period of 6 months from date of submission of bid.

In case of tenders of unsuccessful bidders not accepted, the earnest money shall be refunded within 30 days of the award of order/contract or after the expiry of validity period of the bids, whichever is later.

Any bid not accompanied by an acceptable EMD, in a separate sealed envelope, will be considered as rejected by TSPL.

7.0. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE

The Security Deposit in the form of Bank Guarantee in TSPL's format amounting to 5% (Five percent) of the Contract value of material to be covered in one quarter or Rs. 30 Lakhs whichever is maximum, shall be submitted within 15 days of PO award date. The said bank Guarantee shall be valid for one year and renewed 1 month prior to the end of that year in case of continuing contract or at the instance of owner. All Bank Guarantees furnished by the Contractor shall be unconditional, irrevocable and from a first class bank of repute acceptable to the Owner. All the Bank Guarantees shall have a claim period of 6 (Six) months from the date of expiry and shall be extended at the instance of the Owner, if required. However, in case reasons in this context are not attributable to contractor, extension of BG will be considered with mutual agreement.

8.0. BID OPENING AND EVALUATION

- a) Envelope containing Technical Bid will be opened by TSPL representative/PSPCL. Technical bid is evaluated and once accepted then respective bidders price bid will be opened.
- b) Bidder's Authorized Representative may attend the opening of Bids.

9.0. PRICE BID EVALUATION

The Bids shall be evaluated on the basis of lowest price but TSPL reserves the right to issue order to party other than L-1 or split the Contract.

10.0. AGREEMENT/CONTRACT AWARD CRITERIA

The successful bidder, whose bids are found eligible and has offered the lowest price as evaluated by TSPL, may be considered for placement of award.

No successful bidder under any circumstances will be allowed to dishonor/refuse to supply the quantities for TSPL plant where it has emerged the lowest bidder. In case of non-compliance or refusal to supply the quantities, the bidder would be blacklisted. Price will remain firm and fixed throughout the validity of the contract.

Note: It may be noted that TSPL is not bound to award the Contract to the lowest Bidder & reserves the right to re-negotiate the prices.

11.0. LETTER OF INTENT

Prior to the expiry of the period of Bid validity, TSPL will notify to the Successful Bidder in writing through Letter of Intent (LOI sent by required communication mode i.e. registered post, email or through courier or by FAX) that its Bid has been accepted. Issuance of Letter of Intent, along with signing of Agreement with the Successful Bidder subsequently will constitute the formation of the Contract.

12.0. BIDDER OBLIGATIONS

The Bidder shall perform the Supplies and carry out their obligations as per scope of work and terms and conditions defined in the Bid Document and Contract or Agreement with all due diligence, efficiency and economy, in accordance with prudent accepted professional techniques and practices, and shall observe high ethical practices, and employ appropriate advance technology and advance safety methods. The Bidder(s) shall always act, in respect of any matter relating to the Contract or to the work, as sincere advisers to TSPL and shall at all times support and safeguard TSPL's legitimate interests.

13.0. QUALIFYING REQUIREMENT

I. The Qualifying Requirement for the Bidders of this tender shall be as under:

- A. The Bidder should be a regular service provider for covering rakes with tarpaulin having handled minimum of 200 rakes per annum for tarpaulin covering in any one financial year during last three financial years.

OR

Bidder should have experience of Coal loading & unloading from Rakes for annual quantity of minimum 3.5 Lakh MT in any one financial year during last three financial years

- B. Financial Qualification Requirement: The Annual Turnover (on stand-alone basis) of the Bidder in any one financial year during last three financial years shall not be less than INR 5 Crores per year (Indian Rupees Five Crores only).

II. TSPL also reserves the right to seek such additional information as it may deem fit to satisfy itself of eligibility of the Bidder. The Bids of the Bidders not meeting the Qualifying Criteria shall not be considered for Evaluation purpose.

III. Qualification threshold may be lowered in case of exigencies only at the discretion of TSPL to ensure wider participation.

VOLUME -II
TECHNICAL SPECIFICATIONS

1.0. INTRODUCTION

TSPL has requirement for service for covering tarpaulin sheets on TSPL coal rakes loaded from Domestic sources.

2.0. ABBREVIATIONS

- a) CIL: Coal India Limited
- b) MCL: Mahanadi Coalfields limited
- c) PPE: Personal protective equipment

3.0. SCOPE OF WORK

The scope of work includes but is not limited to

1. Covering of loaded wagons of TSPL coal rakes with good quality tarpaulin & ropes for covering after completion of loading as per Railway standards/TSPL requirements. Tarpaulin of GSM greater than 80 need to be used/quoted by the parties as the distance between coal mines & TSPL Plant is more than 1000 Kms.
2. Damaged/torn tarpaulins & ropes shall not be used.
3. The Contractor shall ensure tarpaulins are securely tied with rail wagons so that tarpaulin does not blow away or tear off during transit.
4. The Contractor shall provide adequate size of tarpaulin for full covering of wagons on top side.
5. Supply of Tarpaulin shall be on returnable basis. Price bid by bidders to be given considering return of tarpaulins.
6. TSPL reserves the right to get the rakes covered with tarpaulin at other coal companies i.e. CCL, SECL, BCCL, ECL, NCL, WCL at same rates, terms & conditions as would be finalized for this tender as mutually agreed between TSPL & the bidder.
7. Service provider to follow and fulfil safety compliances to ensure safety of resources and workers deployed for covering tarpaulin at coal rakes. Service provider to issue all necessary equipment and PPEs to ensuring safety. If service provider fail in following safety compliance and avoiding any harm/accidents at loading point during the practice, TSPL will not be responsible and TSPL may terminate the contract at the same instance.
8. Service provider to comply all necessary requirements by any Statutory bodies including Pollution Control Board, Government authority, CIL/MCL, Indian Railway or any other agency as required & notification no. CG-DL-E-21052020-219495 dated 21.05.2020.

9. Cost of mobilization & de-mobilization of tarpaulins, manpower etc shall be in the Contractor's Scope.
10. Uncovering of Tarpaulin at rake loading end shall be in TSPL's scope.
11. Lodging, boarding and conveyance of workmen shall be in the Contractor's scope.
12. Service provider to ensure covering all rakes without fail at any point of time during the duration of the agreement.
13. The Owner shall not be responsible for any damage, loss or pilferage of tarpaulin during handling at the loading/unloading point or during transit.
14. The Contractor shall ensure removal of used/unused/excess tarpaulins from the loading/unloading point.
15. Service provider to start service within 5 days of signing of the contract and issue of valid Purchase Order & NTP (Notice to Proceed) whichever is later. In case, Railway / MCL /other CIL subsidiaries doesn't allow for start of Tarpaulin covering after clearance from TSPL, Service Provider to inform the same within 24 hours & no penalty shall be applicable.
16. Any penalty levied by CIL / MCL/ other CIL subsidiaries or any other agency for non-covering of the rakes shall be borne by the service provider to the extent to contract value of the service provider from this contract.
17. Bidder to provide self- certification on the GSM of tarpaulin used at the time of billing. Further, TSPL can cross check the GSM of tarpaulin any time. In case any discrepancy found in GSM then no payment against Tarpaulin covering of that particular rake will be paid by TSPL

4.0. QUANTITY AND DELIVERY SCHEDULE

1. Estimated Quantity: Approx. 80-150 Rakes/month from Domestic sources.
2. Schedule: TSPL shall give Notice to Proceed (NTP) for covering of Tarpaulin.
Bidder to start covering of Tarpaulin accordingly.

5.0. PERIOD

Contract will be valid for one year from the date of signing of the contract and extendable up to 3 years. Please note that the rates for 2nd & 3rd year shall be escalated by 3% as compared to the rates applicable for the concerned previous year.

6.0. PENALTY FOR NON COVERING OF ANY RAKE AT LOADING POINT

In case Bidders fails to cover Tarpaulin on any Rake, Penalty equivalent to 1.5 times of Tarpaulin covering for the rake shall be recovered.

7.0. PENALTY FOR MISSING TARPAULIN AT UNLOADING POINT

Flat Penalty of Rs. 10,000/- per rake to be levied on the contractor for the rakes having uncovered wagons. In case of noticing continuous deviation in this regard, TSPL reserves the right to terminate the contract.

8.0. PAYMENT TERMS

100% payment for the monthly invoice will be released within 30 working days from the receiving date of final invoice on presentation of following documents:

1. Copy of Certificate from TSPL for the wagons received without Tarpaulin.

VOLUME - III
SCHEDULES, ANNEXURES, FORMS & FORMATS

SCHEDULE- 1 STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In the Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

“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;

“Agreement” shall mean the Agreement between the Company and the Service Provider to which this Schedule is attached.

“Company” shall mean Talwandi Sabo Power Limited or TSPL.

“Purchase Order” shall mean the document recording the specific Services to be carried out under this Agreement and Letter of Award, from time to time.

“Fees” shall mean the prices and/or rates payable by the Company in respect of the Services and/or as specified in the relevant Purchase Order.

“Service Provider” shall mean successful bidder upon issuance of Letter of Award.

“Vendor” shall mean successful bidder and also includes Contractor and Service Provider.

1.2 Unless otherwise stated, any and all references in the Agreement to Clauses are references to the Clauses of the Agreement.

1.3 The headings in the Agreement are used for convenience only and shall not govern or affect the interpretation of the Agreement.

1.4 Words denoting the singular shall include the plural and vice versa, where the context requires.

1.5 Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

1.6 Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

2. SCOPE OF CONTRACT

2.1 The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the Company in accordance with Clause 11 below (Standard Terms and Conditions).

2.2 Subject to the provisions of this Agreement, the Parties agree that upon request of the Company in terms hereof, the Service Provider shall perform the Services at such locations and for such

periods as may be agreed with the Company.

2.3 From time to time, the Company may issue a Purchase Order to the Service Provider. In such case, the terms and conditions of this Agreement shall apply to each such Purchase Order as if repeated in total.

2.4 The Service Provider shall commence the Services on the scheduled commencement date stated under this Agreement or in the relevant Purchase Order and shall continue such Services for the Term or the duration of the Purchase Order as applicable unless terminated earlier in accordance with terms and conditions hereunder. Each Purchase Order is subject to agreement on a case by case basis.

3.SERVICES

3.1 The Service Provider shall perform the Services with all due skill, care and diligence in a safe, competent and timely manner and in accordance with the requirements of the Agreement and/or the relevant Purchase Order. If Company notifies the Service Provider of any defect in the performance of the Services, the Service Provider shall rectify such defect at its own expense.

3.2 Except to the extent that it may be legally or physically impossible, the Service Provider shall comply with the Company's instructions and directions in all matters relating to the Services consistent with the provisions hereunder.

3.3 The Service Provider shall agree with the Company in the relevant Purchase Order from time to time as regards the personnel who will perform the Services and shall:

(a) only provide such personnel who possess appropriate experience, skills and qualifications necessary for the Services to be performed in accordance with this Agreement;

(b) not remove or replace such personnel without the prior written consent of the Company (not to be unreasonably withheld); and

(c) nominate a senior manager or director of the Service Provider to have overall responsibility for the provision of the Services in terms stated under this Agreement and/or the relevant Purchase Order, which person shall attend any meetings with the Company on reasonable prior notice.

3.4 The Company shall be entitled to request the Service Provider to replace any of its personnel providing the Services, where in the Company's reasonable opinion such person is incapable and or unsuitable for performing the Services required by this Agreement. The Service Provider shall promptly replace such person at no additional cost to the Company.

3.5 Without prejudice to any other rights of the Company under the Agreement or at law, if the Service Provider fails to perform the Services in accordance with the provisions of this Agreement, the Company may use alternative means to perform the Services, by giving a prior written notice of 30 (thirty days) to the Service Provider and the Service Provider shall be liable for any additional cost incurred by the Company in using such alternate means.

3.6 The Service Provider hereby represents and warrants that it has all corporate authorisations and all other approvals, statutory, regulatory or other consents, licenses, waivers or exemptions required to enter into and perform its obligations under the Contract and is not restrained, enjoined or otherwise prohibited or made illegal by any applicable law, from executing and performing this Contract.

4. FEES

4.1 The Company shall pay for the Services performed in accordance with the prices as per Attachment 2 to Schedule I and/or rates specified in the relevant Purchase Order.

4.2 In case of contingency assignments, the agreed fees for such onetime Services shall be payable on completion of the relevant assignment as per the terms agreed under this Agreement and/or the relevant Purchase Order.

5. SERVICE PROVIDER'S GENERAL OBLIGATIONS

5.1 The Service Provider shall, and the Service Provider shall ensure that its employees and representatives shall, in performing its obligations under this Agreement, comply in all respects with all relevant laws, statutes, regulations and orders for the time being in force. Notwithstanding the generality of the foregoing, the Service Provider shall ensure the strict compliance of the laws relating to sexual harassment in general and the Prevention of Sexual Harassment (POSH) Policy (as may be amended from time to time) of the Company in particular by its employees and/or representatives. Any breach of the provisions of this Clause 5.1 shall constitute a material breach of this Agreement/Purchase Order and the Company may, without prejudice to the rights available to it under this Agreement/Purchase Order and/or at law and in addition to taking necessary disciplinary action/(s) against the persons involved, also terminate this Agreement/Purchase Order forthwith.

5.2 Where any of the Service Provider's employees or representatives, including employees or representatives of its sub-contractor/(s), if any, is/are present at any of the Company's premises for the purposes of this Agreement, the Service Provider shall at all times remain solely responsible for the conduct (including any misconduct) and safety of such employee/(s) or representative/(s).

5.3 The Service Provider shall not, in performing its obligations under this Agreement, hold itself out or permit any person to hold it out as being authorized to bind the Company in any way and will not commit any act which might reasonably create the impression that it is so authorized.

5.4 The Service Provider shall ensure that it has in place and maintains in place for the duration of this Agreement sufficient insurance to comply with all applicable laws and to cover its potential liabilities under this Agreement and shall provide evidence of such insurances to the Company on request. The Service Provider undertakes that such insurances shall contain waivers of any rights of recourse including, in particular, subrogation rights against the Company arising out of or in connection with the performance of this Contract to the extent of liabilities assumed by the Service Provider hereunder;

5.5 The Service Provider may not subcontract any of its obligations under this Agreement without the prior written consent of the Company. The Service Provider shall not be relieved from any of its obligations or liabilities under the Agreement by virtue of any subcontract and the Service Provider shall be responsible for all Services, acts, defaults or omissions of its subcontractors (and its or their employees and consultants) as though they were the services, acts, defaults or omissions of the Service Provider.

5.6 In performing the Services, the Service Provider shall:

(a) give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are available on terms equal or better than imported goods with respect to the timing of delivery, quality, quantity required, price and other terms;

(b) subject to Clause 5.5, employ Indian subcontractors having the required skills or expertise to the maximum extent possible insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no

such sub-Contractors are available, preference shall be given to non-Indian subcontractors who utilise Indian goods to the maximum extent possible, subject to the proviso in Clause 5.6 (a) above; and

(c) subject to Clause 5.5, co-operate with and assist Indian companies as subcontractors to enable them to develop skills and technology to service the petroleum industry.

5.7 The Service Provider shall maintain proper and accurate records in relation to the Services and shall provide copies of the same to the Company on request. The Company (or its appointed representative) shall have the right to audit the relevant books and accounts of the Service Provider in relation to any reimbursable charges paid for by the Company under this Agreement. Such audit right shall survive for a period of 2 (two) years following the expiry or termination of the Agreement. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.

6. INTELLECTUAL PROPERTY RIGHTS

Notwithstanding anything to the contrary contained in this Agreement, it is hereby agreed between the Parties that any Intellectual Property Rights arising out of, from or in relation to this Agreement including those created during the course of performance of the Agreement, shall belong to and vest in the Company and in this regard, the Service Provider hereby waives any right, title or interest in the same.

For the purposes of this clause Intellectual Property Rights includes but is not limited to all vested, contingent and future intellectual property rights including: (i) all inventions, compounds, compositions, substances, methods, processes, techniques, know-how, technology, data, information, discoveries, and materials including ideas, concepts, formulas, assays, practices, software, devices, procedures, designs, constructs, plans, applications, research, regulatory information, manufacturing process, scale-up and other technical data, reports, documentation and samples, including chemical, physical, analytical, safety, manufacturing and quality control data and information, as well as study designs and protocols; and any patents, trade secrets, confidential information, proprietary processes, or industrial rights directly or indirectly deriving therefrom; (ii) all trademarks, service marks, copyrights, designs, trade styles, logos, trade dress, and corporate names, including all goodwill associated therewith; and (iii) any work of authorship, regardless of copyrightability, all compilations and all copyrights and includes also includes any inventions, made, to be made, discovered, conceived or reduced to practice whether or not patentable.

7. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY

7.1 The Service Provider shall be liable for and shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with:

(a) any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Service Provider of its obligations under this Agreement.

(b) any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Service Provider.

7.2 The liability of the Service Provider under this Agreement shall be limited to the contract value.

7.3 Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be

liable to the other, whether arising under Agreement, tort (including negligence), strict liability or otherwise, for any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

7.4 Nothing in this Agreement/Purchase Order purports to limit the liability of the party/(ies) in case of death, injury, gross negligence, infringement of intellectual property terms rights.

8. VARIATIONS

8.1 At any time during this Agreement, the Company may request the Service Provider to vary, amend or otherwise alter the Services (a "Variation Request").

8.2 Upon the receipt of a request from the Company pursuant to Clause 8.1, the Service Provider shall, within 7 days, notify the Company of the effect of the Variation Request on the Fees and/or other terms under this Agreement and/or the relevant Order.

8.3 If following receipt of the Service Provider's response pursuant to Clause 8.2, the Parties are in agreement on the Variation Request and the adjustments to be made to the Services under this Agreement and/or relevant Purchase Order, the Parties shall execute a variation order (a "Variation Order") to reflect such agreement.

8.4 The Services shall not be varied, amended or otherwise altered and/or the Fees shall not be adjusted until such time as a Variation Order is executed by both Parties.

9. PAYMENT

9.1 In addition to any requirements set out in the relevant Purchase Order, if any, each invoice shall: (a) be in duplicate; (b) bear the Contract Number stated on the cover sheet to the Agreement; (c) state the name, e-mail address, mobile telephone number of the Company's Representative; and (d) be accompanied by supporting evidence and itemised in accordance with the Company's requirements.

Invoices to the Company shall be sent to the address set out in the Agreement. Service Provider must ensure that all invoices for services performed or goods delivered are submitted to the Company within 90 days.

Specifically, the Service Provider shall submit the following information/ documents to the Company unless specifically exempted by the Company representative in writing:

(i) Latest tax residency certificate of the Service Provider as issued by the tax / revenue authorities of Service Provider's country of residence, stating specifically that the Service Provider is tax resident of country as mentioned in such tax residence certificate.

(ii) Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,

(iii) Copy of registration certificates under applicable Indian tax/other laws including but not limited to GST, Excise, import export code etc., as applicable.

(iv) Copy of the withholding tax certificate issued by Indian tax authorities, enabling the Company to make payments to the Service Provider after deduction of such taxes as per prescribed rate in the withholding tax certificate.

9.2 The Company shall make payment of a correct invoice within 30 days of receipt to the Service Provider's nominated bank account. Any invoice not complying with the provisions of this Agreement will be returned by the Company and the Service Provider shall submit a rectifying invoice.

9.3 The Company may dispute any amount on an invoice and withhold the disputed amount provided that:

(a) the Company makes payment of any undisputed portion of the invoice and notifies the Service Provider of the disputed amount within 30 days of receipt of the relevant invoice;

(b) if the dispute is resolved in favour of the Service Provider, the Company shall pay the disputed amount within fifteen (15) days of the date of the resolution of the dispute or thirty (30) days of receipt of the invoice, whichever is later.

If the dispute is resolved in favour of the Company, the Service Provider shall forthwith issue a credit note for the disputed amount.

9.4 The Company shall be entitled to set-off / adjust / deduct from any invoice under this Agreement, any payment due from the Service Provider to the Company or any of its Affiliates.

10. TAXES

10.1 Definitions

For the purposes of this Clause 10 (Taxation):

(a) "**Tax**" or "**Taxes**" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;

(b) "**Government Authority**" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax.

(c) "**Goods & Services Tax**" or "**GST**" shall include Central Goods & Service Tax ("CGST"), State Goods & Service Tax ("SGST"), Integrated Goods & Service Tax ("IGST"), Union Territory Goods & Service Tax ("UTGST") & GST Compensation Cess.

10.2 Person Responsible for payment of Taxes

10.2.1 General

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

(a) the payment of all Taxes now or hereafter levied or imposed on the Service Provider or its subcontractors or on the personnel of the Service Provider or its subcontractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons

engaged or employed by the Service Provider or its subcontractors (hereinafter referred to as "**Personal Income tax**");

(b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Service Provider or its subcontractors (hereinafter referred to as "**Corporate Income tax**");

(c) the payment of all GST now or hereafter levied or imposed by any Government Authority on the supply of goods or services, if any, provided to the Company by the Service Provider or its subcontractors;

(d) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on

the services, if any, provided to the Company by the Service Provider or its subcontractors (hereinafter referred to as “**Service tax/GST**”);

(e) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, sold to the Company by the Service Provider or its subcontractors (hereinafter referred to as “**Sales tax/VAT/GST**”);

(f) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, manufactured by the Service Provider or its subcontractors for sale to the Company (hereinafter referred to as “**Excise Duty**”); and

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

10.2.2 Exception to General:

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

10.2.3 Reimbursement of Taxes to the Service Provider

It is acknowledged that responsibility for payment of Taxes to the Government Authority will be governed as per clause 10.2.1 and 10.2.2, the Service Provider will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Agreement.

10.2.4 Pricing

The Parties agree that details of Taxes included in, or excluded from, the Service Provider's prices and/or rates shall be as stated in the Compensation Schedule to the Agreement and nothing in this Clause 10 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

10.3 Withholding taxes and Withholding certificates

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

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

10.4 Person Responsible for filing of returns / information to Government Authorities

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

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

10.4.3 The Company, with respect to the tax withheld from the Service Provider in accordance with Clause 10.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

10.5 Company's rights, if treated as representative assessee by Government Authorities

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

(a) The Company shall be entitled to recover from the Service Provider, the Taxes paid on behalf of the Service

Provider or its sub-contractors (together with any costs and expenses incurred by the Company in connection therewith) or to retain the same out of any amounts to be paid to the Service Provider or its sub-contractors that may be in its possession (whether due under this Agreement or otherwise) and shall pay only the balance, if any, to the Service Provider; and

(b) If the Company is required to furnish any details or documents in such capacity, the Company shall request the details or documents to be furnished to it by the Service Provider and the Service Provider shall immediately furnish the same to the Company. If the Service Provider fails to comply with the foregoing, any penalty/interest levied on the Company for non-filing or late filing of details or documents in this regard shall be recoverable from the Service Provider.

10.6 Indemnity

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

10.7 Changes in Law

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

(a) the Party requesting such revision shall promptly (and in any case prior to submission of the Service Provider's final invoice under this Agreement)

notify the other Party that such change in law has arisen; and

(b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and

(c) the provisions of this Clause 10.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

10.8 GST Compliances by Service Provider

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

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

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

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

10.8.4 Without prejudice to any other indemnification obligation under this Agreement, the Service Provider agrees to, at all times, to hold harmless and indemnify Company from and against all claims, liabilities, expenses, proceedings, costs and losses that may be suffered or incurred by Company which may arise out of or in connection with any failure by the Service Provider to adhere to its obligations including but not limited to its obligations under clause 10.8.1 above. In this regard, the Service Provider also hereby indemnifies Company from any costs, claim or liability arising out of any claim or action or omission by any employee or consultant or agent or outsourced staff or subcontractor of the Service Provider.

11. TERMINATION

11.1 Company may, at any time and without cause, terminate all or part of this Agreement and the Letter of Award by giving no less than [7] days' prior written notice to the Service Provider. Provided that, if any Services under this Agreement, or any Purchase Order issued hereunder, have already been initiated and the work is in progress, then the Company only shall have the right to cancel/terminate all or any part of the Service under the Agreement and/or relevant Purchase Order as specified in such Purchase Order without cause and with immediate effect.

11.2 In addition, the Company may terminate all or part of this Agreement with immediate effect by written notice to the Service Provider if one of the following circumstances occurs:

- (a) if the Service Provider breaches any provision of this Agreement, provided that where remediable, the Company has notified the Service Provider of such breach and the Service Provider has upon receipt of such notice, failed to immediately and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction; or

- (b) if the Service Provider becomes insolvent or bankrupt or makes a composition or arrangements with its creditors; or
- (c) if the Service Provider is wound up or a resolution for its winding up is made (other than for the purposes of an amalgamation or reconstruction whilst solvent); or
- (d) if the Service Provider has a liquidator, provisional liquidator, receiver, administrator or an administrative receiver or manager of its business or undertaking appointed; or
- (e) if the force majeure under Clause 15 continues for more than thirty (30) days.
- (f) If the Service Provider is in breach of its obligations contained under Clause 5.1

11.3 In the event of cancelation/ termination of all or part of this Agreement for any reason, the Company's sole liability to the Service Provider in respect of such cancelation/ termination shall be to make payment of the actual direct and documented costs which the Service Provider had incurred as on the date of termination.

11.4 The expiry or termination of this Agreement shall be without prejudice to the rights and obligations of the Parties up to and including the date of expiry or termination and shall not affect or prejudice any term of this Agreement that is expressly or by implication provided to come into effect on, or continue in force after, such expiry or termination.

12.CONFIDENTIALITY

12.1 The Company and the Service Provider shall keep any information which either Party learns about or receives from the other pursuant to this Agreement in strict confidence and will not disclose the same to any third party without the prior written consent of the other Party. The foregoing restriction shall not apply in respect of information which the Company requires to disclose for the purpose of performing Services or which was in the possession of the disclosing party prior to this Agreement or which is required to be disclosed by any law, rule or regulation of any governmental agency or court order or information which was already within the public domain or which was developed by either Party, independently of and without reference to the Confidential Information and the receiving party has evidence of such independent development. The provisions of this Clause shall survive the expiry of termination of the Agreement for a period of 3 years.

12.2 The Service Provider shall not disclose such Information(s) to any potential subcontractors until such time and in manner agreed by Company in writing. The decision of the Company will be final and binding on the Service Provider in this regard.

12.3 The Service Provider shall use best endeavors to prevent the authorised disclosure of the all information hereunder. Where any information is required to be disclosed under Clause 12.1, the Service Provider shall give prompt notice to the Company and shall use its best commercial endeavors to limit the extent of any such disclosure.

13.NOTICES

13.1 Any notice or other communication required or given under this Agreement shall be delivered in writing either by hand or by courier, registered mail with acknowledgment due, or fax to the address of the relevant Party set out in the Agreement (or such other address as may be notified by the relevant Party from time to time).

13.2 If a notice is delivered by hand or courier during normal business hours of the intended recipient it shall be deemed to have been received at the time of delivery otherwise on the next business day of the recipient. A notice sent by facsimile shall be deemed to have been received at the time when the sender's facsimile machine acknowledges transmission provided however that if the time of

acknowledgement of transmission is after 5.00pm on a business day of the recipient it shall be deemed to have been received on the next business day of the recipient.

13.3 All notices or other communications between the Parties shall be in the English language.

14. GENERAL LEGAL PROVISIONS

14.1 The Company shall be entitled to assign this Agreement to an affiliate/subsidiary or on giving written notice to the Service Provider. Save as aforesaid, the Service Provider shall not be entitled to assign this Agreement or any part or any benefit or interest in or under it without the prior written approval of the Company which the Company may at its sole discretion accept or refuse.

14.2 This Agreement shall not be amended or modified except by mutual agreement in writing between the Parties.

14.3 This Agreement and the all Schedules and Attachments annexed hereto contains the whole agreement between the Parties relating to the subject matter of this Agreement, and supersedes any previous understandings, commitments, agreements, correspondences or representations in respect of the subject matter. No terms or conditions endorsed upon, delivered or contained in Service Provider's quotation, acknowledgement or acceptance of the Agreement, specification or similar document will form part of the Agreement and Service Provider waives any right it otherwise might have to rely on such terms and conditions. No variation to any terms or conditions of this Agreement shall be valid unless expressly agreed in writing by both parties.

14.4 No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Agreement shall be interpreted as a waiver of such terms and conditions.

14.5 Nothing in this Agreement shall, or shall be deemed to, create an agency, a partnership, a joint venture, an association or a relationship of employer and employee, principal and agent or master and servant between the Parties. For the avoidance of doubt, nothing in this Agreement shall prevent or restrict the Company from entering into parallel Agreements with other parties for services similar or related to the Services.

14.6 Unless otherwise specifically stated, both the Company and the Service Provider shall retain all rights and remedies, both under the Agreement and at law, which either may have against the other.

14.7 Each Party represents and warrants to the other that (i) it has been duly registered and organized and is a validly existing legal entity under the laws of the jurisdiction of its incorporation and that it has full power, authority and capacity to enter into and to carry out its obligations under the Agreement and (ii) by performing the Services it will not be in breach of any other Agreement, agreement, license or permit or in violation of any law and (iii) it shall at all times act in accordance with applicable laws and regulations.

14.8 The Service Provider shall comply with all safety instructions of the Company consistent with the provisions of the Agreement including, without limitation, the safety instructions of any of the Company's other Service Providers. Such instructions shall, if the Service Provider so requires, be confirmed in writing by the Company's Representative, so far as practicable.

14.9 The Service Provider shall not be entitled, without the written consent of Company, to make any news release or public announcement concerning the subject matter of the Agreement or to refer to the Company, use its name or logo, in print or electronic forms for marketing or reference

purposes.

14.10 If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

14.11 The provisions of this Agreement are solely for the benefit of the Parties. No other person are intended to have, nor will have, any rights whatsoever, under this Agreement, whether for injury, loss or damage to person(s) or property or for economic loss.

14.12 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will constitute one and the same instrument.

15.FORCE MAJEURE

15.1 Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence including but not limited to any (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection, epidemic, pandemic, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 15, (d) any direction, judgement, decree or any other order passed by any judicial/quasi-judicial/administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party or (e) any other event which is beyond the reasonable commercial control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against. For the avoidance of doubt, any strikes caused by the Service Provider (which includes its subcontractors) shall not be considered as a force majeure occurrence.

15.2 In the event of a force majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify the other party without delay giving the full particulars thereof and shall use reasonable endeavors to remedy the situation without delay.

15.3 Save as otherwise expressly provided in the Agreement, no payments of whatever nature shall be made in respect of any period where Services are not carried out as a result of a force majeure occurrence.

15.4 Following notification of a force majeure occurrence in accordance with Clause 15.2, the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

16 SUSPENSION

16.1 Notwithstanding anything to the contrary in this Agreement, the Company may, at its sole discretion, suspend this Agreement / any Purchase Order, in whole or in part, upon twenty-four (24) hours written notice to Service Provider for any reason whatsoever.

16.2 Save as otherwise expressly provided in the Agreement, no payments of whatever nature shall be made in respect of any period where Services are not carried out as a result of Suspension

of this Agreement/ any Purchase Order.

17. BUSINESS ETHICS

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

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

17.3 The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf), the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act 2015 and the Company's POSH policy (a copy of which is attached with this Purchase Order), as may be amended from time to time and in case of breach thereof, the same shall be treated as a breach of this Agreement.

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

17.5 The Company shall have a right to initiate "audit proceedings" against the Service Provider to verify compliance with the requirements under this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Service Provider shall extend full cooperation for smooth completion of the audit mentioned herein.

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

17.7 If at any time during execution or performance of this Agreement the Service Provider becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of Company or a person connection with such employee, the Service Provider must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance, Vedanta, 75 Nehru Road Vile Parle (E), Mumbai 400 099
'Complaints' can also be sent to the designated e-mail id: tspl.whistleblower@vedanta.co.in

18. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

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

18.2 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows: (i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than ₹ 50,00,000 (Rupees Five Million Only) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators. (ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be Mansa, Punjab, India. (iii) The award made in pursuance thereof shall be final and binding on the parties. The right to arbitrate Disputes under this Agreement shall survive the expiry or termination of the Agreement.

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

ANNEXURE A
PRICE BID SUBMISSION FORM

Bid Ref No:

Date:

Bidders Name and Address:

To,
Head Commercial
Talwandi Sabo Power Limited
Talwandi Sabo – Mansa Road Village- Banawala,
Distt- Mansa Punjab-151302
Dear Sir,

Sub: Bidding Document No: _____ for _____

Having examined the Bidding Documents No. _____, the receipt of which is hereby acknowledged, we the undersigned, offer service under the above-named Package: _____ for Talwandi Sabo Power Limited Power Plant in full conformity with the said Bidding Documents for the sum (including all taxes and duties).

S.No.	Description	UOM	Particulars
1	Tarpaulin quality	GSM	
2	Tarpaulin Basic Price	INR Per Rake	
3	GST	INR Per Rake	
4	Landed price	INR Per Rake	

Party to confirm GSM of Tarpaulin as (minimum 80)

Please note that if someone quotes GSM higher than 80, then for L1 bidder evaluation

Note: Detailed cost break-up of price quoted by bidder should be provided along with price bid envelop on separate sheet.

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by TSPL, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work will be executed strictly in accordance with the requirement and Bidding Documents provisions.

We further confirm the following:

- i. We have quoted the prices as per provisions of the Bid Documents.
- ii. We further declare that we have not taken any deviation to provisions of Bidding Documents other than those specified in the Deviation Sheet Annexure.

While quoting, we have taken into account all the acts, laws, rules, regulations & notifications of Government of India, currently in vogue, relating to applicability and rates of all duties as applicable.

We agree to abide by this Bid for a period of 90 days from the last date of Bid submission as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by TSPL at any time before the expiration of that period.

Until a formal Contract is prepared and executed between us, this Bidding Document, together with TSPL's written acceptance thereof in the form of TSPL's Letter of Award shall constitute a binding Contract between us.

We understand that TSPL is not bound to accept the lowest or any other Bid. TSPL reserve the right to negotiate with any of the bidder during course of order finalization

We undertake, if our Bid is accepted, to commence work for supply of Coal immediately upon your Letter of Award to us and to achieve completion of our obligations within the time specified in the Bidding Documents.

We, hereby, declare that only the persons or firm interested in this proposal as principals are named here and that no other persons or firms other than mentioned herein have any interest in this proposal or in the Contract to be entered into. We further declare that this proposal is made without any connection with any other person, firm or party and is in all respect for and in good faith, without collusion or fraud.

Signature: _____

Name: _____

Designation: _____

Seal

ANNEXURE B
FORMATS - QUALIFICATION REQUIREMENT

To,
Head Commercial
Talwandi Sabo Power Limited
Talwandi Sabo – Mansa Road
Village- Banawala, Distt- Mansa
Punjab-151302

Dear Sir,

In order to meet the Qualification requirement as mentioned in Clause 13.0 of Volume I of Bidding Document, we hereby furnish the following details:

We, _____ (Name of Bidder/ Name of Lead Member) confirm that our Annual Turnover on stand-alone basis during the preceding financial year as on the last date of Bid submission is not less than INR 5 Crores (Indian Rupees five Crores only) and had handled minimum of 200 rakes for tarpaulin covering in any one financial year during last three financial years.

In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant & experience certificate.

Annual Turnover & Quantity supplies for any three consecutive years in the below table:

S. No.	Financial Year	Annual Turnover	Coal Rakes Handled for tarpaulin covering
		Amount in Rs.	
1	2016-17		
2	2017-18		
3	2018-19		

* Bidder can provide for FY19-20 (If available)

Date: _____

Signature: _____

Place: _____

Name: _____

Designation: _____

Seal of Firm

ANNEXURE-C: PROFORMA OF PERFORMANCE BANK GUARANTEE

Date :

Guarantee No. :

To

Talwandi Sabo Power Limited

Village Banwala,

Mansa-Talwandi Sabo Road,

Distt. Mansa, Punjab-151302

India

Dear Sir,

WHEREAS, _____, a company incorporated under the laws of _____ and having its registered / principal office at _____ (hereinafter referred to as the "Party" which expressions shall include its successors and assigns) has in terms of LOI No/ Contract No. _____ dated _____ (hereinafter referred as the "Contract") entered between you and the said Party, contracted to supply the good or perform the works and services as stated in the Contract.

AND WHEREAS, as per provision of the said Contract, the Party is required to furnish to you a Bank Guarantee for _____ (Rupees _____ only) towards due and faithful performance of the Party's obligations under the Contract.

Now, we _____ (name of the bank, branch) at _____ (address) (which include our successors and assigns) hereby irrevocably and unconditionally agree and undertake as follows :

1. We hereby irrevocably and unconditionally guarantee to pay to you the sum in aggregate not exceeding _____ (Rupees _____ only), without demur, merely on the first written demand signed by your representative stating that the amount claimed is due by reasons of breach by the said Party of any of the terms or conditions contained in the said Contract or by reasons of the Party's failure in performance of the Contract and / or any other agreement, if any. Any such demand made on us shall be conclusive as regards the amount due and payable to you by us under this guarantee.

2. Notwithstanding anything to the contrary, your decision as to whether the Party has made any such default or defaults under the aforesaid Contract and / or any other agreement, if any and the amount or amounts to which you are entitled by reason thereof, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this guarantee and / or be concerned with any dispute, if any between you and the Party and / or refer to the Party and / or rely upon any communication of the Party, but will pay forthwith the sum demanded by you on first written demand without any protest or demur.

3. This guarantee shall come into force from the date of issue of this guarantee and shall remain in full force and effect up to and including _____. Should it be necessary to extend the validity of this guarantee beyond the said date, we undertake to extend the period of the guarantee on your request till such time as may be mutually agreed between you and the Party.

4. We further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract and all other written agreement, if any relating to the Contract and/or to extend the time for performance by the Party from time to time.

5. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to _____ (Rupees _____ only). Unless a claim in writing is lodged with us within a period of 6 (six) months from the date of expiry of the guarantee i.e. up to and including _____ or up to an extended date as per clause 3 hereinabove, unless otherwise extended, all your rights under this guarantee shall stand forfeited and we shall be released and discharged from all liabilities under this guarantee whether or not this document shall have been returned to us.

THIS GUARANTEE SHALL BE SUBJECT TO THE LAWS OF INDIA AND THE JURISDICTION OF THE COURTS
IN MANSA, PUNJAB, INDIA

SIGNED AND DELIVERED this _____ day of _____, 20__.

For and on behalf of

Bank :

(Authorized Signatory Of Bank)

Address :

ANNEXURE-D: Procedure for submission of soft copy bid

S. No.	Bid Reference	Details/Tentative timelines
1	Last Date for clarifications, if any, to be sent to TSPL.Fuel@vedanta.co.in	03 rd Aug 2020
2	Response to bidder's queries	04 th Aug 2020
3	Last date and time for Receipt of Bid (EMD & Technical Bid) in Soft Copy	07 th Aug 2020 by 12:00 PM
4	Confirmation of EMD (RTGS) submitted	07 th Aug 2020 by 12:00 PM Onwards
5	Opening of Technical Bid & Checking of Responsiveness (Envelope-II) only for those whose EMD is in order.	07 th Aug 2020 ,12:00 PM Onwards
6	Submission of Soft copy Price bid through mail id TSPL.ebid@vedanta.co.in	07 th Aug 2020 by 02:00 PM to 03:00 PM only
7	Price bid opening (only for qualified bidders) (Envelope-III or Password Protected Soft File)	07 th Aug 2020, 03:00 PM Onwards

Mail ID on which soft copy Bid documents to be submitted by Bidder: TSPL.ebid@vedanta.co.in

Please note that this email id is only for submission of technical & price bids and no query sent on this email id shall be entertained by TSPL

Submission of Technical Bid:

- All documents to be shared by bidder only on mail ID mentioned above. Documents shared on any other email ID will not be accepted by TSPL.
- Nomenclature of each document shared on mail is mandatory & bidder to provide list of documents attached in mail.

Submission of Price bid:

- Time slot for submission of price bid is 02:00 PM to 03:00 PM on 07th Aug 2020 only. The Bidder shall be solely responsible for submission bid in timely manner and TSPL shall not be responsible for any delay in submission of Bid. Bids received after that time will not be accepted by TSPL.
- Bidder to send the price bid as "**Password Protected**" document on email id mentioned above as per schedule given above.
- Price bid not in password protected mode will not be accepted by TSPL. The Bidder **shall not** provide the password of the bid in the said mail.
- The Password to open the price bid shall be intimated to authorized representative of TSPL upon inquiry by the authorized representative only after 03:00 PM on 07th Aug 2020. TSPL authorized representative shall call the bidders for the same & price bid shall be opened in presence of TSPL & PSPCL Officials.
- Only One price bid is allowed to be submitted by bidder. In case of more than 1 price bid by a

bidder, only the first price bid received on mail will be considered for evaluation.

- No bidder shall submit the price bid prior to 02:00 PM & Post 03:00 PM as the same shall not be considered for evaluation.
- TSPL may at its sole discretion allow or reject any bid for any reason whatsoever.

In case of any clarification required, Kindly Contact on below mentioned details:

1. 01659248187
2. 01659248137
3. 7087026238
4. 8146628250