



**TALWANDI SABO POWER LIMITED**

**Tender Specification No: TN/CM/TSPL/PELLET/2022-23**

**BIDDING DOCUMENT**

**FOR**

**BIDDING DOCUMENT FOR SUPPLY OF AGRO BASED  
RESIDUE BIOMASS TORREFIED PELLETS**

For

**TALWANDI SABO POWER LIMITED  
1980 MW SUPERCRITICAL THERMAL POWER PLANT**

**AT VILLAGE BANWALA, DISTT. MANSA,  
PUNJAB, INDIA**

**28<sup>th</sup> Sep 2022**

\*This document is a can be amended at the discretion of TSPL (if needed).

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## 1. INTRODUCTION

Talwandi Sabo Power Limited ("hereinafter referred to as "TSPL" or "Owner" or "Company"), a subsidiary of Vedanta Limited, has developed one of the largest green-field Thermal Power Project in Punjab with capacity of 1980 MW (3 x 660 MW). TSPL is the largest power producer in Punjab and 100% power is being supplied to the state of Punjab.

## 2. SCOPE OF SUPPLY

TSPL is inviting tenders from Vendor(s) for supply of Agro based residue torrefied pellets, the detailed scope and activities are mentioned below.

- 2.1 The scope of work under this package shall include supply (loading-un loading, transport, and delivery of Material at TSPL plant as per the guaranteed parameters mentioned in clause Bid Document.

Details of Material:

S. No	Description of Item	Indicative Qty to be supplied per Day (TPD)	Total Qty. (Tonne)
1	Agro residue based Torrefied pellets**	200-250	75,000

Note:

\*\*Agro residue collection/ sourcing preferably from Punjab region @75% of the total ordered quantity is mandatory for the party interested to supply torrefied pellets to the TSPL. Contractor will be required to provide documentary evidence along with monthly bills.

- 2.2 Unloading shall be in the scope of Contractor at a designated place inside TSPL plant. Contractor shall supply and ensure that the Material is loose filled in the dumpers (Trucks with hydraulic based auto unloading system).
- 2.3 If Contractor shall supply the Material in tarpaulin covered trucks and make sure that it is waterproof to prevent the Material from rain and dusting. Consignment not supplied in tarpaulin covered trucks shall not be accepted.
- 2.4 Demurrage, if any, on the carriage vehicle for any reasons shall be borne by the Bidder / Contractor.
- 2.5 Agro residue /crop residue means the leftover portion of the crop or agriculture produce such as stubble/ straw/ stalk/ husk etc. / horticulture waste etc.
- 2.6 Any byproduct of woodwork factory (such as wood, wood chips, saw dust, furniture waste etc.) shall not be treated as agro/ crop residue and shall not be accepted for delivery.
- 2.7 Agro residue based Torrefied pellets can be manufactured using single or multiple agro /crop residues together.
- 2.8 The Contractor shall mention the name(s) of agro/crop residue(s) used for manufacturing of Torrefied pellets and their approximate proportion in consignment details during dispatch of Material.

2.9 Natural additives/binder such as lignin, starch, animal dung etc. can be used for manufacturing torrefied pellets briquettes if required and same shall also be explicitly mentioned by Contractor in consignment details.

2.10 TSPL reserves the right to exclude any base Material/additive/ binder or modify their proportion, if any adverse impact of the base Material/ additives/binder is found on boiler in long run.

### 3 SCOPE OF WORK RELATED TO VEHICLE MOVEMENT INSIDE THE PLANT & PENALTY

3.1 Only trained drivers/operators/helpers having valid driving licenses/permits shall be engaged. TSPL reserves right to verify such licenses/permits/Registration Certificate/Vehicle Insurance/Pollution Under Control (PUC) Certificate. Further, drivers/ operators/ helpers should be physically and mentally fit for performing their respective duties. Personnel under the influence of alcohol/drugs will be barred from entering the premises.

3.2 Every vehicle should be accompanied with trained helper/cleaner who should be directed by supervisors of Contractor to escort the vehicle movement safely inside the plant.

3.3 Adequate and qualified manpower shall be deployed for unloading activities; for supervision at various places for patrolling en-route to TSPL Plant and return route from TSPL Plant and shall report on a daily basis to the Authorized Person(s) of TSPL as required.

3.4 Contractor should ensure that loaded Tippers do not take unnecessary halts en-route to the Plant.

3.5 Contractor's representative should be available at the time of supply inside TSPL premises for complete coordination of all activities like unloading, sampling, weighment, gate entry and exit formalities etc.

3.6 The Contractor shall execute the work in accordance and compliance with Applicable Laws and Good Industry Practice.

3.7 Penalty for violation of safe and efficient Material transportation to TSPL's delivery point:

3.7.1 Driver found under influence of alcohol/drugs: Any incidence of Tipper Drivers/ equipment operators and personnel being found under the influence of alcohol/drugs. Penalty shall be Rs 10,000 for first incidence, then Rs 15,000 for second incidence .and from third incidence Rs 20,000 in addition to blacklisting of the concerned personnel, who shall not be allowed by the Contractor to perform any activity under the Contract.

3.7.2 Over speeding of vehicle. Penalty is Rs 5,000 per incidence.

3.7.3 Overtaking of tippers standing in queue for weighment/ unloading/ in front of plant gate on plant main approach road unless allowed by TSPL on certain exigencies

## 4 QUANTITY DETERMINATION

- 4.1 Weighment of trucks shall be carried out on Weighbridges (for tare and gross) at TSPL Plant. Net weight = Gross weight less the tare weight as measured at TSPL Weighbridge (WB). The Bidder may witness weighment of trucks once in 30 days, TSPL representative will accompany the Bidder's representative when any such visit is carried out. Bidder shall intimate TSPL via e-mail at least two days in advance about the date of such visit.
- 4.2 TSPL shall provide a copy of calibration certificates if requested by the Contractor. TSPL shall undertake the calibration of WB in line with the schedule/practice as recommended by Legal Metrology.
- 4.3 Net adjusted quantity received at TSPL Power Plant i.e. quantity worked out by TSPL after carrying out adjustment due to quality variations with respect to the base parameters, if any, shall be applicable for the purpose of payment.

## 5 QUALITY DETERMINATION

### **TSPL receipt end quality determination:**

- 5.1 TSPL will carry out the sampling, preparation and testing of supplied torrefied pellets at TSPL Power Plant as per the provisions of either BIS/ASTM/ISO. TSPL will carry out the sampling and testing process as per the relevant BIS/ASTM/ISO standard for sampling from the consignment received in a day.
- 5.2 TSPL at its own discretion will conduct the HGI testing for the selective consignment.
- 5.3 Samples collected for supplies received in a single day will be reduced as per relevant standard and one sample will be prepared for the samples collected in the entire day. This sample will be used for quality determination purpose for the quantity supplied on that day.
- 5.4 The Contractor's representative will have the option to witness the sample collection, preparation, testing of main sample and final packing of the reserve sample through CCTV real time footage (following coverage locations). Any dispute related to sampling, preparation and analysis activity has to be raised strictly within 48 hours of the respective activity. Further any dispute related to test results may be raised strictly within 5 days of the declaration of the results by TSPL. The dispute is to be registered / raised through email/ letter to TSPL, in case the prescribed format is not adhered to the claim for reserve sample testing will not be entertained. The disputes with respect to sampling and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by TSPL.
- 5.5 Wherever CCTV coverage facility is not available for a particular area/activity, physical access to the that process may be provided (TSPL representative may accompany the Contractor in such cases). However, for testing of reserve sample physical access to testing facility will be allowed.

S No	Locations Under CCTV Coverage
1	WB
2	Unloading yard

3	Area between unloading yard to lab
4	Air drying room inside the lab
5	Other areas of Lab

5.6 Contractor acknowledges that TSPL have given the opportunity to witness the process of sampling and testing through CCTV Realtime footage. Request for testing of reserve sample has to be based on justification acceptable to TSPL.

5.7 As this process of sampling and preparation is a continuous round the clock process to deal with the multiple consignment workloads, so TSPL would carry out the process as per the time deemed suitable for the process, hence it is the responsibility of the Contractor's representative to be available at all times at CCTV monitor location to witness the same.

5.8 TSPL may request Contractor to withdraw representative who is not diligent and/or is not cooperative. Frivolous/unreasonable objections to the sampling and testing process at TSPL will not be entertained. It may be noted that witnessing of testing (if any) carried out outside of TSPL lab will not be feasible and should be avoided.

5.9 TSPL may also consider (at its option) sharing of part of sample (third sample) with the Contractor. Third sample is for reference of the Contractor only and results of analysis of third sample will not be considered for determining the payments.

5.10 Reserve samples will be preserved in the TSPL laboratory under jointly (TSPL & PSPCL) locked almirah in sealed condition for 30 days (from the date of declaration of results) in safe custody of TSPL.

5.11 Generally, quality reports will be generated within 7 days of receipt of the Material and same will be communicated to Bidder subject to receipt of loading end quality report.

5.12 Despite having offered/ provided access to sampling, sample preparation and testing processes through CCTV real-time footage to demonstrate transparency, the right to raise dispute for testing reserve sample will be given to the Contractor.

The number of results challenged for referee sample testing by the Contractor shall be considered to the extent of 50% of the total vehicles received in a Batch. 50% results challenged for referee shall be tested at TSPL lab and remaining 50% samples shall be analyzed at 3rd party external laboratory.

5.13 The SOP for testing of reserve sample subject to satisfaction of criteria as per 5.12 above as under:

- a) The Contractor will be intimated 4 days prior to the extraction of referee sample from the joint custody.
- b) Referee samples will be taken out from the joint custody of TSPL & PSPCL in presence of Contractor.
- c) For referee sample testing at third party external laboratory, following procedure shall be followed:

- I. The sample will be jointly re-packed and sealed by TSPL and Contractor post extraction from the joint custody.
  - II. The sealed and packed sample will be sent to 3rd party external laboratory for analysis. The detail of 3rd party external laboratory is as under:
    1. National Metallurgical Laboratory
    2. Indian Institute of Chemical Technology
    3. Institute of Minerals & Materials Technology
    4. Inspectorate Griffith India Pvt Ltd
    5. Shriram Institute for Industrial Research
  - III. The 3rd party external laboratory for testing the referee sample amongst the above shall be decided by TSPL at its own discretion.
  - IV. Referee sample will in no case be handed over to the Contractor and shall be physically handed over to the 3rd party external laboratory in presence of TSPL and Contractor representative. If permitted by the external referee lab, analysis shall be carried out in presence of TSPL and Contractor's representative, if present.
  - V. The cost related to testing for the referee sample shall be to the account of the Contractor, the same shall be deducted from Contractor's monthly bill. It is to clarify that the Contractor shall directly bear the cost of travelling, boarding, lodging and other related expenses for its own representatives.
  - VI. Results reported by 3rd party external laboratory shall be final and binding on both Parties, the Contractor and TSPL for all commercial purposes.
- d) For referee sample testing at TSPL laboratory, following procedure shall be followed:
- I. Referee sample testing shall be carried out in presence of Contractor's representative.
  - II. In case of testing of referee sample for GCV, bomb calorimeter will be calibrated/verified as per BIS/ASTM/ISO prior to testing. Post successful verification of bomb calorimeter, referee sample will be tested as per applicable standards.
  - III. The calibration status of oven, muffle furnace and weighing equipment will be demonstrated through valid calibration certificates.
  - IV. The entire process including taking out the referee samples from joint custody, extracting the quantity from sealed packet and final analysis will be captured on CCTV camera. If CCTV camera is not functional for any area, video recording of that process will be done through mobile camera.
  - V. Based on the testing TSPL will share the revised results. Results declared by TSPL shall be final and binding on both Parties, the Contractor and TSPL for all commercial purposes.

5.14 PSPCL representative (s) may witness the process including testing of referee samples.

5.15 Any misuse of real time footage witnessing by Contractor or its representative will be viewed seriously and may result in disqualification/blacklisting of a Contractor, including denial of this access for the balance period of supply of torrefied pellets. The presence of more than one representative of a Contractor will be viewed as unnecessary and violation of the



privilege. Repeated violations may lead to the cancellation of the gate pass and the banning of entry on the premises.

5.16 Any torrefied pellets that is received at TSPL will not be returned/ permitted to be collected by the Contractor unless agreed to in writing by TSPL.

5.17 Standards/Methods as per the table below will be referenced/used for quality determination:

S. No.	Technical Data	Testing Method/Standard
1.	Dimension (Diameter & Length)	ISO 17829 or Equivalent method may be referred
2.	Fines (%)	ISO 18846 or Equivalent Method may be referred
3	GCV(ARB)	IS 1350 or equivalent method may be referred
4.	Moisture content (ARB)	Method based upon IS 1350 or equivalent method may be referred (Hand-Held Moisture Meter may also be used)
5.	HGI	ISO 5074 or equivalent method may be referred

5.18 For Determination of Total Moisture (TM) content:

- a. Samples shall be collected from each truck/dumper for TM determination.
- b. TM will be determined by Power Plant lab validated method based on IS 1350,

(10g of 2.90mm passing sample will be heated for 2 hours at 108 +/- 2 Deg C. Total Moisture will be computed as per the formula below:

$$TM\% = (W1-W2) \times 100 / W1$$

Where: W1= Initial Weight of Sample (10 grams) W2= Final Weight of Sample.

Note: Before unloading, samples shall be tested for moisture at TSPL end. If this value is in the rejection level range, the consignment shall be rejected, and it shall be the contractor's responsibility to carry it back at his own cost.

## 6 COMPUTATION METHODOLOGY FOR SUPPLY PAYABLE & VARIOUS RECOVERIES /QUANTITY ADJUSTMENTS

6.1 The Contractor shall guarantee technical parameters of agro residue-based torrefied pellets as given in following Table-1. The characteristics contained in Technical Specification (Table-1) shall be adhered to and maintained and non- adherence shall result in 'Quantity and Price Adjustment' as per clause 6.2 or even rejection as per clause 6.3 of this volume.

### Technical Specification for Agro residue based Torrefied pellets (Table 1)

SNo.	Technical Data	Unit	Specification for torrefied pellets
1.	Base Material	NA	Agro Residue/Crop Residue (wood-based pellets will not be acceptable)

2.	Dimensions Diameter	Mm	In case of cylindrical shape: Diameter: Not more than 25-30 mm Length: Random
3.	Fines% (Length< 3mm)	Weight%	Fines ≤ 5%
4.	Moisture (ARB*)	Weight%	Not more than 14% (≤ 14%)
5.	Gross Calorific Value (ARB)	Kcal/Kg	To be quoted by the bidder (not less than 3400 Kcal/Kg)
6.	Volatile Matter shall be below 22%	Weight%	Volatile matter below 22%

\*ARB- As received basis

6.1.1 Acceptance range of key technical parameters (on as received basis) with price/ quantity adjustment

S No	Technical data	Unit	Acceptance range with pro rata price/quantity adjustment
1	Gross calorific value	kcal/kg	3400<GCV≤5000
2	Moisture	Weight%	Moisture≤14%
3	Ash	Weight%	Ash<20%
4	Fines% (Length <3 mm)	Weight%	Fines≤5%

## 6.2 Penalty / Adjustment

Computation for penalty / adjustment for the consignments (all the trucks) received in a Day shall be done as per the following

### 6.2.1 Price Adjustment for Gross Calorific Value (GCV):

Contractor is required to quote GCV (ARB) of torrefied pellets within the range as mentioned below:

Preferable limit shall be from 3400 Kcal/Kg & above to maximum limit of 5000 Kcal/Kg. Upward pro-rata price adjustment shall be done for GCV variation of supplies as per following formula:

$$\text{Adjusted Price} = [\text{Quoted Price} \times \text{Actual GCV(ARB)}] / \text{Quoted GCV(ARB)}$$

Upward price adjustment shall be done maximum up to 5000 kcal/kg GCV (ARB), beyond this value, upward price adjustment shall not be done even if Contractor supplies torrefied pellets/briquettes of higher GCV.

For downward GCV variation from 3400 Kcal/kg, pro rata price adjustment shall done for GCV variation of supplied Material as per following formula:

a) For GCV less than 3400 Kcal/Kg & more than or equal to 3000 Kcal/Kg,

$$\text{Adjusted Price} = 0.75 \times (\text{Quoted Price} \times \text{Actual GCV(ARB)}) / \text{Quoted GCV(ARB)}$$

b) For GCV less than or equal to 3000 Kcal/Kg & more than or equal to 2600 Kcal/Kg,

Adjusted Price= 0.50 X (Quoted Price X Actual GCV(ARB))/Quoted GCV(ARB))

c) For GCV less than 2600 Kcal/Kg, the consignment shall be rejected and no payment shall be made for the already delivered and/or consumed Material.

In case, Contractor frequently supplies Material of GCV less than 2600 Kcal/Kg or deviates from the technical parameters, warning letter shall be issued to the Contractor or Contract may be cancelled, if Contractor continues to do so even after issuing warning letter.

Illustration I:

Quoted Price- Rs 5000/MT (FOR Basis)

Quoted GCV- 4000 Kcal/Kg

Actual GCV- 3300 Kcal/Kg

Adjusted Price-  $0.75X [5000 X 3300]/4000 = Rs 3093.75/MT$  (FOR Basis)

Illustration II:

Quoted Price- Rs 5000/MT (FOR Basis)

Quoted GCV- 4000 Kcal/Kg

Actual GCV- 2900 Kcal/Kg

Adjusted Price-  $0.50X [5000 X 2900]/4000 = Rs 1812.50/MT$  (FOR Basis)

#### 6.2.2 Recovery on account of excess fine in consignment

Biomass dust, crushed/ broken/ damaged torrefied pellets of length less than 3 mm in consignment as received at TSPL site shall be treated as fines and there shall be recovery on account of excess fines (ARB) if it is beyond 5%.

The recovery on account of excess fines will be worked out as per the following formula.

Recovery = (Adjusted price of Biomass pellets) X W X (Actual Weight % of fines beyond 5%)

“W” - Weight of consignment as received

However, there shall be no additional payment to vendor if fines are less than 5%.

### 6.3 REJECTION LEVEL

6.3.1 The consignment of agro residue-based torrefied pellets received in day at TSPL plant shall initially be tested for following and shall be rejected in case any of the following parameters (as given in table 3) exceeds the rejection level given as follows: -

Table 3 Rejection Level

S No	Technical Data	Units	Rejection Level
	Total Moisture (ARB*)	Wt%	More than 14%

### 6.4 DELIVERY SCHEDULE:

Lot wise schedule for dispatch will be communicated 21 days prior to the Contractor through a letter/ email indicating firm schedule for the first LOT and indicative schedule for the next 2

to 3 LOTs. Delivery period shall start for a LOT Once the schedule for a particular LOT is firm, it shall not be changed and shall be considered for LD calculations

#### 6.5 LIQUIDATED DAMAGE FOR DEVIATION FROM DELIVERY SCHEDULE.

The Contractor should deliver Material as per daily delivery schedule to avoid liquidated damage (LD) for short supply in a given month against aggregate of daily delivery schedule in that month.

Liquidated Damage (LD) shall not be applicable for short supply up to 15% in a month against aggregate of daily delivery schedule in that month, however, for monthly short supply beyond 15%, liquidated damage (LD) @ 5% of bid price of agro residue based torrefied pellet shall be recovered from Contractor only for shortfall quantity beyond 15% subject to the condition that aggregate of liquidated damage recovered from Contractor shall not exceed 5% of contract value.

## 7 QUALIFICATION REQUIREMENTS

To be eligible for Award of Contract, Bidders shall provide evidence, satisfactory to Owner/TSPL, of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively. Bids submitted shall include the following information:

- a. **EARNEST MONEY:** - The bidders are required to deposit the **Earnest Money of Rs 5000 per MTPD quantity per year of supply period** through RTGS/NEFT in bank account of Talwandi Sabo Power Limited, The validity of the earnest money shall be three months from the Tender opening date. In case of tenders of unsuccessful bidders, the earnest money shall be refunded within 7 days of the award of order/contract or after the expiry of validity period of the bids, whichever is earlier.

#### **Beneficiary 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

- b. In case, a successful bidder refuses to honor the Contract awarded to him, his EMD shall be forfeited.
- c. The Bidder shall have credential of supplying similar Material along with proof of satisfactory execution of supplies, such as performance/ completion certificates etc. made by them to State electricity Gencos/State Govt./ Govt of India undertaking plants/ IPP's. (Preferred but not Mandatory)
- d. Bidder should have an annual turnover of not less than INR 10 Cr (Rupees Ten Crores) for the previous financial year. (Preferred but not Mandatory)

## 8 DOCUMENTS TO BE SUBMITTED FOR QUALIFICATION REQUIREMENT

## 8.1

- i. Complete company profile.
- ii. Details of similar work done during the past three years (POs of supplies of similar Material along with proof of satisfactory execution of supplies, such as performance/ completion certificates etc. made by them to State electricity Gencos/State Govt./ Govt of India undertaking plants/ IPP's
- iii. Details of the current works in hand and other contractual commitments in the format prescribed in Schedule-2 on company letter head.
- iv. Audited Balance sheet and profit loss statement of last three years. Schedule 3 on company letter head.
- v. Deviation(s) taken by the Bidder in any of the clauses of this tender document, to be filled in the format prescribed in Schedule-4 on company letter head.
- vi. Bidder Responsiveness check list duly filled and signed by the Bidder, in the format prescribed in Schedule-5 on company letter head.
- vii. Declaration of site visit (TSPL) as per format prescribed in Schedule-6 on company letter head.
- viii. List of equipment's owned by bidder as per format prescribed in Schedule-7 on company letter head.

8.2 To be eligible for evaluation of the Bid and award of the contract the bidder shall satisfy the requirements of Clause 3 and 4 of this Tender document.

## 9 PRE-BID MEETING & SITE VISIT

9.1 The Bidders to mandatorily attend pre-bid meeting for understanding of TSPL expectation from vendors in terms of safety, health, environment, human rights, ethics, modern slavery act etc. Bidders advised to acquaint himself with the actual job, visit the Site and examine the transport and other facilities, environmental regulations, laws and bye-laws of statutory bodies, and collect all information that will be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense. Bidder shall submit the declaration of site visit as per Schedule-6, thereby amounting to consonance to such indemnification, as mentioned above.

## 10 AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of Bids, the Owner may amend the Bid documents, at his sole discretion, by issuing Addenda. Addenda may also cover the queries raised and the responses given. Addenda shall be uploaded on our website <https://www.tsplindia.co/tender/> It shall be the responsibility of bidders to regularly visit the website for checking for amendments (if any).

**NOTE: Bidder to visit TSPL website <https://www.tsplindia.co/tender/> at regular intervals to have online update about this tender.**

## 11 BID PRICES

11.1 Unless explicitly stated otherwise in the Bidding Documents, the contract shall be for the entire Scope of Work, described in this tender document. Prices shall be submitted as per table in **Annexure A Price schedule**

11.2 Price shall be quoted in Indian Rupees only.

11.3 Bid price shall be inclusive of all taxes, levies, cess and duties etc. except GST (on the invoice value as applicable on the date of invoice). At present GST shall be paid by the owner in reverse charge mechanism

11.4 Owner shall deduct applicable taxes at source(TDS) as per statutory requirements.

11.5 Alterations to the Form of Bid and associated document shall not be permitted. Any alteration other than the filling in of blanks intended for that purpose or failure to comply with these instructions may result in the rejection of the bid.

11.6 Bids must be submitted solely on the basis of the Bidding Documents and must be free of any qualifying statements.

11.7 Bidder shall submit offers that comply with the requirements of the Bid Document.

## 12 BILLING AND PAYMENT TERMS

The Contractor shall submit the bills on Batch basis in triplicate for the Material received in a calendar month at TSPL Plant as per methodology as under:

12.1 The Contractor shall raise an invoice for the Batch i.e. total quantity received at TSPL in a calendar month.

12.2 The bills are to be submitted along with the following supporting documents (as applicable), included but not limited to: -

- i. Copies of weighment certificate by TSPL.
- ii. Copy of quality reports of loading end.
- iii. Copy of TSPL receipt end quality reports.
- iv. Certified working for deriving payable quantity
- v. Original challan copies of truck engaged in transportation.

12.3 The eligible payments shall be released after adjusting various penalties/ recoveries/ other adjustments as per the following procedure:

(a) TSPL shall release the 75% payment against undisputed invoice through EFT (Electronic Fund Transfer) for the quantity received in a Batch as admissible, within thirty (30) calendar days from the date of receipt of such invoices (complete in all respects as determined solely by TSPL) as per the detail mentioned in 12.2 at the TSPL's designated office(s) located at the TSPL Power Plant.

(b) The balance 25% Payment shall be kept as performance Guarantee which shall be released within 30 days of test results along with complete documents as mentioned in clause 12.2

12.4 In the case of the Contract closure, the differential amount shall be recovered from the contractor and other amounts due to the Contractor and/or payable by the Contractor at the time of closure of the Contract. Contract closure note shall be provided by the Contractor at the time of final settlement of the Contract.

12.5 Contractor s are advised to submit bills that are complete in all respects and well in time for timely release of payment.

12.6 Tax at source shall be deducted, as per the relevant rules of Income Tax Act, 1961, any amendments modifications and substitutions thereto, from all payments on account of supply provided by Contractor. NPL will issue valid certificates for the tax deducted at source as applicable.

### 13 BID VALIDITY

The Bid shall remain valid and open for acceptance for a period of 90 days from the last date of bid submission or as communicated by TSPL from the specified date of Bid opening.

### 14 CONTRACT PERIOD

The Contract duration shall be for twelve months from the date of issue of Purchase order/Letter of Award by the Owner. However, the same may be extended as per TSPL discretion.

In case of any clarifications required in Bid Document, please revert on ([Tspl.eoi@vedanta.co.in](mailto:Tspl.eoi@vedanta.co.in))  
All clarifications shall be in mail or writings only.

### 15 SUBMISSION OF BIDS

15.1 The bid shall be submitted in ARIBA portal in two parts. Technical Bid and Commercial bids

15.2 Part I (Technical Bid) shall comprise the following:

15.2.1 Details of EMD money submitted in TSPL bank account

15.2.2 Original Bid Documents (all Volumes) including amendments, if any, duly signed with company seal by the Bidder on all pages.

15.2.3 Filled in all **Schedule 1 to 7** & Company profile signed with company seal with all required attachments.

15.3 Part II (Technical and Commercial Bid) of the Bid shall comprise of the following:

11.3.1 Filled in Annexure A Price Schedule signed with company seal

### 16 DEADLINE FOR SUBMISSION OF BIDS

The completed bid shall be submitted at the office of Owner, no later than date and time indicated in the bidding document/ its amendments.

The Owner may, in exceptional circumstances and at its sole discretion, extend the deadline for submission of Clarification/Bids by issuing an Addendum, in which case all rights and obligations of the Owner and the Bidders subject to the original deadline will thereafter be subject to the deadline as extended.

## 17 LATE BIDS

Any bid received by the Owner after the prescribed or extended deadline for submission of bids will not be considered for opening & evaluation.

## 18 BID EVALUATION

18.1 The Owner will examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether bids are generally in order.

18.2 Fax / E - mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received prior to the closing time and date of the bids will be considered as valid. Bids not complying with any of the Instructions contained herein may not be considered.

## 19 PROCESS TO BE CONFIDENTIAL

19.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.

19.2 Any effort by a bidder to influence the Owner in the process of examination, clarification, evaluation and comparison of bids or in decisions concerning the award of contract may result in the rejection of the bidder's bid and may also lead to "black listing" of the bidder and all existing successful bids in hand, if any, shall be deemed to be cancelled.

## 20 CLARIFICATION OF BIDS SUBMITTED BY BIDDER

To assist in the examination, evaluation and comparison of bids, the Owner may ask bidders individually for clarification of their bids, including breakdowns of prices. Requests for clarification and the response shall be in e-mail or on ARIBA portal.

## 21 CORRECTION OF ERRORS

21.1 Bids will be checked by the Owner for any arithmetical errors in computation and summation. Errors will be corrected by the Owner as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Owner there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

21.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.



## 22 AWARD CRITERIA

The Owner will award the contract to the bidder whose bid has been determined to be responsive to the bid Documents and who has offered the competitive price, provided further that the bidder has the capability and resources to carry out the contract effectively.

## 23 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Owner's action.

## 24 NOTIFICATION OF AWARD

24.1 Prior to the expiration of the period of bid validity prescribed by the Owner, the Owner will notify the successful bidder by e-mail and confirmed in writing that his bid has been accepted.

24.2 The notification of award will constitute the formation of the Contract.

24.3 Upon furnishing by the successful bidder of a Performance Security in accordance with the provisions of Clause 22 of these bid document, the Owner will promptly notify the unsuccessful Bidders.

## 25 SIGNING OF AGREEMENT

The agreement shall be executed within four weeks from the date of issue of Letter of Award.

## 26 PERFORMANCE SECURITY

26.1 Within 14 days of receipt of the notification of award from the Owner, the successful bidder shall furnish to the Owner a Security in the form of a bank guarantee for 1% of the amount stated in the final Bid Documents. The format of the bank guarantee shall be in accordance with the sample form of performance security attached with this bid document. BG validity till the contract period and claim period of further 3 months.

26.2 Failure of the successful Bidder to submit and furnish the required Performance Security shall constitute sufficient grounds for the annulment of the award in which event the Owner may make the award to the next lowest evaluated Bidder or, if there are no other Bidders, call for new bids.

## 27 CRITICAL DATES FOR BIDDING PROCESS:

S. No	Description	Date
1	Last date for submitting tender related queries	16-Oct-2022
2	Response to bidder's queries	23-Oct-2022
3	Last date for site visit and pre bid meeting	On or before

		26-Oct- 2022 1400hrs
4	Last date for submission of EMD	29-Oct-2022
5	Last date & time for submission of bids (technical + commercial)	31-Oct--2022 1200hrs
6	Bid opening Date (Technical + Commercial)	31-Oct--2022 1430hrs

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.

All communication with owner for bidding process shall be done with below email: - [tspl.eoi@vedanta.co.in](mailto:tspl.eoi@vedanta.co.in)

<< To be submitted on the letter head of the company submitting the bid>>

### ANNEXURE A – PRICE SCHEDULE

Price bid to be submitted by bidders in the attached format

Type of agro residue based	Daily Qty Supply Offer (MT)*	Quoted Price - (Estimated FOR TSPL price offered for technical specifications of Material given in Table-1 of tender) Exclusive of GST	GST	Price per MT (Inclusive of GST) on FOR destination basis	Quoted GCV (ARB)	Quoted Price (Inclusive of GST) FOR TSPL
		Rs/MT	Rs/MT	Rs/MT	Kcal/Kg	(Rs/MT/GCV)
Torrefied						
Non-Torrefied						

\*Bids offering quantity lower than the minimum quantity (i.e. 250 tonnes per day) shall be rejected being non-responsive.

Signature:.....

Name:.....

Designation:.....

<< To be submitted on the letter head of the company submitting the bid>>

### SCHEDULE-1

#### DETAILS OF SIMILAR WORK DONE DURING THE PAST THREE YEARS

1 Sl. No.	2 Full Postal Address of Client	3 Description of the Work	4 Value of Contract	5 Completion Time as stated in the Bid (week)	6 Date of Commencement of Work	7 Actual Completion Time (weeks)	8 Year of Completion
1							

Bidder to submit Work order copy of the contract meeting up the eligibility criteria and also to submit the certificate received from the owner of the plant on successful completion of plant and its successful operations

**Note:-**

1. Bidders are specifically requested to furnish all the details about the last assignment done for the Client.
2. Completion date should be that mentioned in the Completion Certificate given by the Client.
3. Only a format in which the information is to be given is indicated above. The Contractor shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.

<< To be submitted on the letter head of the company submitting the bid>>

## SCHEDULE-2

### CONCURRENT WORKS AND COMMITMENTS

The Bidder(s) shall furnish in the format given below, details of the current works in hand and other contractual commitments:

Sl. No.	Client with Address	Description of the Work	Value of Contract Rs Cr	Completion Time as stated in the Contract	Percentage Completion	Remarks
1	2	3	4	5	6	7
I. Current Works in Hand						
II. Immediate Commitments						

*Only a format in which the information is to be given is indicated above. The Bidder shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.*

<< To be submitted on the letter head of the company submitting the bid>>

### SCHEDULE-3

#### FINANCIAL TURNOVER

The Bidder shall furnish in the format given below details of its financial turnover during the last three years. (Rs Cr)

Year:	2018-19	2017-18	2016-17
Total:			

<< To be submitted on the letter head of the company submitting the bid>>

## SCHEDULE -4

### SCHEDULE OF DEVIATIONS in bid

The bidder clause by clause in this schedule shall fill in all deviations from the above Instructions to Bidders.

<i>S.No</i>	<i>Clause No</i>	<i>Deviation taken</i>

The bidder hereby certifies that the above mentioned are the only deviations from the Owner's Instructions to Bidders.

SIGNATURE -----

COMPANY SEAL

NAME -----

COMPANY -----

DESIGNATION -----

DATE -----

<< To be submitted on the letter head of the company submitting the bid>>

## SCHEDULE -5

### BIDDER RESPONSIVENESS CHECK LIST

Specific response to be given against each of the following questions by Bidder :

S.No	Particulars	State
1	Is the bidder a transporter having experience of agro residue based torrefied pellets?	YES / NO
2	If the answer to the item no. 1 is 'YES', whether the bidder is having tie up/agreement copy for contracts for supply of agro residue based torrefied pellets mentioned in the bidding document.	YES / NO
3	Whether the experience list of the Bidder has been attached in the format of Schedule-1?	YES / NO
4	If the answer to the item no. 3 is 'YES', whether he has attached the certificate received from the Owner for successful completion of work	YES / NO
5	If the answer to the item no. 3 is 'YES', whether he has attached the contact details of the Owner for checking credentials	YES / NO
6	Whether details of the current works in hand and other contractual commitments has been attached as in format of Schedule-2	YES / NO
7	Whether details of financial turnover furnished by Bidder in the format of schedule-3	YES / NO
8	If the answer to the item no. 7 is 'YES', whether he has attached the Profit and Loss Statements, Balance Sheets and Auditor's Reports for the past three years	YES / NO
9	Whether there is any deviation from the clauses of ITB?	YES / NO
10	If the answer to Item No. 9 is 'YES', whether BIDDER has entered the deviations in the Schedule of Deviations clause wise in the format given in Schedule-4	YES / NO

SIGNATURE -----

COMPANY SEAL

NAME -----

COMPANY -----

DESIGNATION -----

DATE -----



<< To be submitted on the letter head of the company submitting the bid>>

## SCHEDULE -6

### DECLARATION OF SITE VISIT BY THE BIDDERS

We hereby declare that we have attended the pre bid meeting and understood all Vedanta safety performance standards, technical standards, Health, Safety, Environment & Sustainability policies & practices at TSPL. Also have visited the TSPL plant (inclusive of gate entry system) and have acquainted and satisfied thoroughly with the existing site Condition & processes.

Signature .....

Designation .....

.....

(COMPANY SEAL)

Company .....

.....

Date .....

<< To be submitted on the letter head of the company submitting the bid>>

## SCHEDULE -7

### List of Equipment owned by Bidder

The Bidder shall furnish in the format given below d List of Equipment owned by Bidder

<b>S.No</b>	<b>Description</b>	<b>Qty</b>

SIGNATURE -----

COMPANY SEAL

NAME -----

COMPANY -----

DESIGNATION -----

DATE -----

## SCHEDULE- 8 STANDARD TERMS AND CONDITIONS

### DEFINITIONS

In this Agreement, except where the context otherwise requires, capitalised words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

1.1.1 "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;

1.1.2 "Agreement" means this Agreement entered into by and between the Parties hereto together with any and all Annexures, appendices, schedules, addendums and amendments hereto as well any Purchase Order(s) issued thereunder, signed by the authorized representative of the Parties shall be deemed to be read as an integral part of this Agreement.

1.1.3 "Claims" shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees)

"Deleterious material" shall mean any element, compound present in the goods which is not part of standard Specification or a typical assay as per the purchase order or agreement and which is likely to cause or may in general probability cause harm or damage to the operations of the Purchaser and also restricts or affects performance of the goods as per the desired / industry / specified standards.

"Effective Date" shall mean Purchase order issuance date;

"Fees" shall mean the prices and/or rates payable by the Company in respect of the Material or Services and/or as specified in Annexure-II and/or the relevant Purchase Order.

"Material" shall mean the goods, equipment, or products (or parts thereof) to be purchased or to be supplied in accordance with this Agreement and/or as specified in the Purchase Order.

"Governmental Authority" shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question.

"Personnel" shall mean any personnel provided by Supplier and utilized to perform the Services at the specified / agreed location.

"Purchase Order" shall mean (i) the written instruction by Purchaser issued to Supplier for the provision of Material or Services under this Agreement, which shall include the specific requirements with respect to the scope of work, applicable rates and charges and the location of the Site; and (ii) if applicable, the oral instruction under this Agreement which shall be reduced to writing as soon as practicably possible including the specific requirements described above.

"Purchaser Group" shall mean and include Purchaser and its Affiliates.

"Representative" in respect of the Purchaser and the Supplier to include the persons so identified on the Purchase Order as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier.

"Services" means the tools, equipment, materials, supplies and Personnel to be provided by Supplier and the work to be carried out as specified in the Agreement and/or any Purchase Order. Provided however, that the same shall not include purchase / sale of Material.

"Site" shall mean the location where Purchaser wishes Supplier to supply the Material and/or provide the Services.

“Specification” includes but is not limited to assays whether typical or otherwise or the scope or technical parameters of the Material or Services attached to or referred to in this Agreement and/or any Purchase Order. Further Specification shall, in case of Material, always include being free from Deleterious material.

“Supplier Group” shall mean and include Supplier, its Affiliates and its and their sub-suppliers and suppliers of any tier and its and their respective Affiliates.

“Term” the term of this Agreement is defined in Clause 2 of this Agreement.

“Trade Usage” refers to generally accepted practice or norms in relation to expected standards, permissible deviation, internationally accepted scientific data, foreseeable consequences attributable to deviation beyond permissible deviation established over a period of time in course of commercial dealing between the parties to this Agreement or their associates.

## INTERPRETATION

In this Agreement:

1.2.1 Headings are for convenience only and shall not govern or affect the interpretation of the Agreement;

Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice versa;

Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any sub-ordinate legislation made under it;

References to persons include companies, corporations, partnerships, associations, and other organizations whether or not having a separate legal personality;

Except where otherwise indicated, reference to clauses, sub-clauses, recitals and annexures shall be to the clauses, sub-clauses, recitals and Annexures of this Agreement;

"including" means "including without limitation";

The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply;

If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a business day as per Trade Usage, that act, matter or thing shall be done on the preceding business day.

## 2. SCOPE OF CONTRACT

2.1 The effective date of this Agreement shall be date of purchase order as mentioned on Page 1 (hereinafter the "Effective Date") and this Agreement shall be valid for a period (as mentioned in delivery terms or supply list of this purchase order) from the Effective Date / up to (as mentioned in delivery terms or supply list of this purchase order) ("Term").

2.2 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 hereunder.

2.3 Nothing in this Agreement shall obligate the Purchaser or any of its Affiliates to order any Material or Services from the Supplier.

## 3. DELIVERY/PERFORMANCE

3.1 Time shall be of the essence and any Services performed or Materials delivered shall be in strict accordance with any time or schedule specified hereunder as per the Scope of Services at ANNEXURE-I. Further, Services performed or Materials so delivered shall be in strict accordance with

the quality parameters and Specifications, specified in this Agreement and/or the Purchase Order or the relevant Trade Usage where no such parameters and Specifications are so specified.

### 3.2 PERFORMANCE BANK GUARANTEE:

3.2.1 The provisions of this sub-clause 3.2 shall be applicable only in those cases wherein the Supplier is required to furnish a performance bank guarantee as per the terms and conditions of this Agreement

The supplier shall furnish, within 15 days of execution of the agreement, and irrevocable performance bank guarantee equivalent to agreed 1% of total agreement value. The performance bank guarantee so furnished by the supplier shall be released upon successful completion of the obligations of the supplier in terms of the agreement after purchaser duly submits a certificate to the effect that there are no claims against the purchaser from any of its vendors, sub-contractors and/or any other third party, including but not limited to the supplier's employees, engaged in performance of the obligations of the supplier under the agreement. If requested by the Company, the Supplier agrees to extend the validity period of the Performance Bank Guarantee or to issue a further Performance Bank Guarantee in the event that the duration of this Agreement is for any reason extended beyond such validity date. The Supplier shall renew the Performance Bank Guarantee fifteen (15) days prior to the date the Performance Bank Guarantee expires ("Expiry Date") in case of any extension to the Term. If the Supplier does not submit to the Company a renewed Performance Bank Guarantee fifteen (15) days prior to the Expiry Date, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Supplier provides a replacement Performance Bank Guarantee for the equivalent amount.

The Supplier shall renew the Performance Bank Guarantee or otherwise submit an additional Performance Bank Guarantee, as duly required by the Company, on account of change in the Agreement Value pursuant to a variation or amendment to the Agreement, within fifteen (15) days of being so notified by the Company. If the Supplier does not submit to the Company a renewed Performance Bank Guarantee or an additional performance bank guarantee, as the case may be, within the said period of ten (10) days, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Supplier provides a replacement performance bank guarantee(/s) for the equivalent amount.

3.2.2 In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Agreement to draw on the Performance Bank Guarantees under the following circumstances:

failure by the Supplier to supply the Materials in accordance with the Agreement resulting in termination; or

failure by the Supplier to duly perform any of its obligations under this Agreement; or

Any valid claim made by the Company accruing due to any acts/omission of the Supplier and the Supplier fails to pay the Company for such a claim immediately upon such demand.

3.2.3 The provision and maintenance of the Performance Bank Guarantee by the Supplier in accordance with the terms of the Agreement shall be a condition precedent to any payment by the Company to the Supplier.

3.2.4 If the Supplier fails to provide, maintain or renew the Performance Bank Guarantee in accordance with the terms of the Agreement, then the Company may, without prejudice to any other rights and remedies to which it may be entitled to, invoke the Performance Bank Guarantee and/or terminate the Agreement forthwith by written notice.

3.2.5 In addition to the other circumstances specified in this Agreement, Company has the right to draw down and, at Company's discretion, apply the proceeds in remedying any breach by Supplier of this Contract, all or part of the value of the Performance Bank Guarantee. Such recourse against the

Performance Bank Guarantee shall be without limitation to any other right or remedy of the Company in relation to the relevant Supplier breach.

## 5. CARRIAGE AND DELIVERY INSTRUCTIONS RELATING TO MATERIAL

5.1 Unless otherwise specified herein, the International Chambers of Commerce official rules for the interpretation of trade terms (Incoterms) are incorporated into the Agreement by reference.

5.2 The delivery instructions shall be governed by and construed in accordance with the provisions of Incoterms 2020 published by the International Chamber of Commerce as may be amended from time to time.

5.3 Unless otherwise stipulated in this Agreement and/or Purchase Order, all Material supplied under the Purchase Order shall be delivered Carriage and Insurance Paid (CIP) to the delivery address specified in this Agreement and/or Purchase Order. Material shall be adequately packed, palletised and protected to withstand transit and short term storage. Packages shall be clearly and conspicuously marked with the Purchase Order number, and a packing note shall be enclosed within the package. Dangerous Goods shall, at all times, be accompanied by the relevant material safety data sheet(s) ("MSDS").

## 6. TRANSPORTATION RELATING TO SERVICES

In the event Services are provided under this Agreement, the Supplier shall, unless otherwise stipulated in the Agreement and /or any Purchase Order, be responsible for all transportation of the Personnel, equipment and materials from and to Supplier's base, or other location, to and from any Site designated in the Agreement and/ or Purchase Order. Purchaser reserves the right to recover the costs of non-routine transportation due to default of Supplier.

## 7. RISK AND PROPERTY

7.1 Unless otherwise stipulated in this Agreement and/or any Purchase Order issued hereunder, title to and risk of loss for the Material shall remain with Supplier and shall only pass to Purchaser following full delivery and acknowledgement by possession of the Material to the delivery address by Purchaser or Purchaser duly authorized representative specified in the Purchase Order.

7.2 Where the Purchaser is the ultimate consumer of the Material being sold under this Agreement and/or the relevant Purchase Order/(s), the title of the same shall pass on to the Purchaser only after the material is delivered at the premises of the Company and the Purchaser accepts the same

7.3 Whenever Purchaser is not the ultimate consumer of the Material, all rights, benefits and remedies conferred upon Purchaser by the provisions of this Agreement, including specifically the benefit of any warranties and transfer of title, shall accrue to and shall be for the express benefit of any third party customer and on whose behalf or for whose benefit the Purchaser has purchased the Material.

## 8. PERFORMANCE OF THE SERVICES

8.1 The Supplier shall diligently perform all Services with all due skill and care in a safe, competent and timely manner and in accordance with the requirements of this Agreement and/or relevant Purchase Order.

8.2 Except to the extent that it may be legally or physically impossible, the Supplier shall comply with all instructions from Purchaser or its designated personnel consistent with the provisions of this Agreement and /or the Purchase Order.

8.3 Purchaser shall have the option to select or decline any Personnel being used by the Supplier in connection with the supply of Materials or provision of Services, which shall not be unreasonably exercised, and the Supplier shall forthwith replace such Personnel at the Supplier's cost and shall:

Only provide Personnel who shall be trained, skilled, experienced, qualified and of type and number for the Services that they will be required to perform;

Ensure that all Personnel shall have been examined by a registered physician in accordance with current recommended medical standards and be certified as fully fit and suitable to work in the specified Site environment prior to commencing work. The cost thereof shall be to the account of the Supplier. Such certificates shall be made available to Purchaser;

Supplier shall not reassign any key Personnel during the course of performing the Services without first securing Purchaser's written consent. Purchaser in its sole discretion may direct Supplier in writing to remove and/or replace any such Personnel at Supplier's cost; and

ensure that all Personnel are subject to and agree to be bound by Purchaser's policies regarding safety, security, and drug and alcohol testing, and in particular the Vedanta Corporate Policy Directive ("Possession of Contraband Items") attached hereto as EXHIBIT A and related policies at any time when such Personnel are present at the Site, provided said Corporate Policy Directive and/or its related policies are not in violation of applicable statutes, laws, rules or regulations.

8.4 Unless otherwise specified in the Purchase Order, the Supplier shall, at its own expense, sufficiently furnish all tools, equipment, machines, appliances, parts, material and supplies necessary for the efficient and continuous performance of its obligations. Throughout the Term the Supplier covenants that equipment supplied by it will be fully certified, will meet all relevant government standards, will have been tested and will be in full working order without any damage or defect.

8.5 The Supplier shall, at its own expense, furnish to its Personnel all personal protective equipment ("PPE") including, but not limited to, gloves, hard hats, safety glasses, steel toed boots and task specific safety gear (e.g., fall protection, respiratory protection, radios, tripods, etc.), etc., necessary for the performance of its obligations at the Site. All Supplier equipment to be used at heights shall be tethered, no-drop tools specifically engineered and manufactured for the purpose of working at heights. Supplier shall maintain all PPE and no-drop tools in first class condition, properly maintained, of best quality for their respective purpose, free from defects and in certification throughout the duration of the Purchase Order. Purchaser shall have the option to suspend work at no additional cost to Purchaser and/or to remove any or all Personnel from the Site should such Personnel fail to comply with these requirements and Supplier shall forthwith replace such Personnel at Supplier's sole cost and expense.

8.6 Purchaser shall have no direction or control of such parties, except for monitoring the results to be obtained and in Purchaser's general right of inspection to require that the Material are being supplied or Services are being performed in accordance with this Agreement or any applicable Purchase Order.

## 9. PAYMENT

9.1 Unless otherwise stated, payment will be made within forty-five (45) days of receipt of Supplier's fully compliant invoice, in the currency specified in ANNEXURE-II. The fully compliant invoice shall be raised by the supplier on the purchaser only after supply, receipt & acceptance of the material/services by the purchaser. Each invoice shall make specific reference to the Agreement and/or relevant Purchase Order number and shall be accompanied by all relevant supporting documents. Supplier must ensure that all invoices for Services performed or Material delivered are submitted to the Company within ninety (90) days of the completion i.e. supply, receipt & acceptance of the material/services by the purchaser.

9.2 If Purchaser disputes all or any part of any invoice, it shall notify Supplier specifying the disputed parts thereof. Supplier shall withdraw the disputed invoice and submit an amended invoice for the undisputed amount and Purchaser shall pay this amount within forty-five (45) days of the date of receipt of the amended invoice. Purchaser and Supplier shall endeavour to settle the disputed amount as quickly as possible through good faith negotiations. The Parties agree that no interest shall accrue on any invoice until the settlement of the disputed amounts.

9.3 The Purchaser shall have a right (but not an obligation) to set-off / adjust any payment due from the Supplier against any amount due / payable to the Supplier from the Purchasing Group.

## 10. ACCESS

10.1 Purchaser shall have the right of access to Supplier's premises to inspect the progress of manufacture, testing and commissioning of the Material and / or the performance of Services and/or to otherwise satisfy itself as to compliance of the Material and/or Services with the Agreement. Supplier shall procure similar rights of access for Purchaser at the premises of any sub-supplier. Inspection of the progress of manufacture, testing and commissioning of the Material and the performance of the Services by Purchaser shall in no way relieve Supplier of its liabilities and obligations under the Agreement or otherwise. Failure by the Company to inspect and/or test the Materials shall not relieve the Supplier of any responsibility or liability in respect of the Materials.

10.2 If the results of any inspection or testing indicate that the Materials do not conform, or are unlikely to conform, to the Agreement, the Supplier shall immediately take such action as is necessary to ensure conformity at no additional cost to the Company.

10.3 The Company shall inspect the Materials as soon as reasonably practicable after the Materials have been delivered to the Company in accordance with this Agreement. If the Materials do not meet the requirements of the Agreement, the Company shall be entitled to reject the Materials and shall notify the Supplier of its rejection. In such event, the risk in, and title to, the rejected Materials shall immediately re-vest in the Supplier and the Company shall have no further liability in respect of such rejected Materials.

## 11. SUSPENSION

Suspension without Cause



11.1.1 Notwithstanding anything contained herein to the contrary, the Company shall have the right, without cause, at any time to require the Contractor to suspend the Work/Supplies (or part thereof) under this Contract by giving a prior written notice to the Contractor.

11.1.2 During the Suspension Period pursuant to Clause 11.1.1, the Company/Purchaser shall not be liable to make any payments of whatsoever nature during the period of suspension.

#### 11.2 Suspension Due to Default

11.2.1 If the Contractor is in breach of any of its obligations under this Contract (including, without limitation, any breach of provisions/policies relating to health safety and environment), the Company shall, subject to Clause 11.2.2, be entitled to immediately suspend the Work by written notice to the Contractor until such time as such breach has been remedied by the Contractor, in which case no rates or other amounts shall be payable to the Contractor in respect of such period of suspension.

11.2.2 Except in the case of a breach which in the reasonable opinion of the Company is likely to endanger the safety of any persons or property, the Company shall, prior to issuing any suspension notice pursuant to Clause 11.2.1, notify the Contractor of the breach. Following receipt of such notice, if the Contractor fails to immediately commence and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction, the Company may issue the suspension notice pursuant to Clause 11.2.1

## 12. SUPPLIER OBLIGATIONS

12.1 The Supplier represents, warrants & guarantee that the Material and/or Services shall:

(a) conform to the Specifications which the Supplier warrants to be accurate and complete in all material respects and not misleading;

(b) comply with any applicable quality standards and/or other standards or Specifications as requested by the Purchaser and these standards/Specifications shall not be changed without the prior written consent of the Purchaser;

(c) in the case of Material, be of the best available design, of the best quality and workmanship and shall be free from fault or defect (including latent defect), with such tolerances as specifically stated in the Specification or on the drawings;

(d) in the case of Material, be complete and fully operational and shall be delivered with all parts (and also those parts that are not specified but which are required for proper operation and also including the usual safety devices, special tools etc. as per Trade Usage);

(e) in the case of Material, when delivered, be accompanied by a delivery note which shows, inter alia, the Agreement/Purchase Order number, date of ordering, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered, be clearly marked as such;

(f) be accompanied by all appropriate information, warnings, instructions and documentation in relation to the safe use, handling, storing, operation, consuming, transportation and disposal of any Material or parts, to the Purchaser; and

(g) in the case of the Services, be performed with all due and reasonable care and skill, in accordance with generally recognized best industry practices and standards for similar services;

12.2 The Supplier further represents, warrants & guarantee that the Material and/or Services shall conform with all laws applicable to:

(a) such Material, including as regards the design, manufacture, quality, packaging, transportation, delivery, labelling, health, safety and environmental standards and use of such Material which are in force at the time of supply; and/or

(b) such Services including but not limited to those in relation to health, safety and environmental standards.

12.3 The Supplier represents, warrants & guarantees that it shall at all times and at its own expense:

(a) maintain all necessary licenses and consents and comply with all applicable law in performance of the Agreement;

(b) adopt safe working practices and at the proper time supply and install such guards and safety devices as may be necessary to comply with the provisions of all health and safety laws;

(c) shall not endanger the safety of or unlawfully interfere with the convenience of any other person, including employees and/or other contractors of the Purchaser in the performance of the Agreement;

(d) ensure that, in performing its obligations under the Agreement, it does not cause any disturbance or damage to the industrial operations and property at the relevant site;

(e) comply with the Purchaser's conditions (including but not limited to health and safety conditions, safety management systems, safety cases, hygiene policies and security policies) in relation to any relevant Site;

(f) assist the Purchaser and its representative in the investigation of any accident or incident or the resolution of any dispute, which assistance shall include, but not be limited to, providing access to documents and records and providing information reasonably requested by the Purchaser;

(g) notify the Purchaser's representative promptly as soon as it becomes aware of any breach of laws or any health and safety or issue which arises in relation to the Material or Services (which notification shall not release the Supplier from any liability and/or obligations in respect of such breach, hazard or issue);

(h) notify the Purchaser's representative promptly after it becomes aware that the Purchaser is not or may not be complying with any of the Purchaser's obligations, provided that the Supplier shall not be entitled to rely on such notice as relieving the Supplier's performance under the Agreement, save to the extent that it actually restricts or precludes performance of the Supplier's obligations.

(h) co-operate with the Purchaser in all matters relating to the Services;

12.4 The representations, warranties & guarantees mentioned herein shall survive any inspection, test, performance, acceptance or payment pursuant to the Agreement and shall be extended to any repaired or replaced Material or substituted or remedial Services provided by the Supplier.

12.5 Without prejudice to any other rights which Purchaser may have hereunder, Supplier shall, at Purchaser's option and Supplier's cost, either repair or replace any and all Material which fail or are found to be defective within a period of eighteen (18) months from the date of delivery or twelve (12) months from the date of commencement of use, whichever is the later. If Supplier is required to repair or replace defective Material, the warranty period shall be renewed for the repaired or replaced Material.

12.6 If the Supplier fails to rectify such breach in supply of the Material or Services, which being capable of remedy is not remedied within fourteen (14) days of notice of such default, the Purchaser may at its discretion and without prejudice to other rights and remedies under this Agreement or otherwise, avail itself of any one or more of the remedies as hereunder:

reject the Material (in whole or in part) and return it to the Supplier at the risk and cost of the Supplier on the basis that the Supplier shall immediately pay to the Purchaser a full refund for the Material so returned;

give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Material or Services or to supply replacement Material or substitute Services and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled within a reasonable period specified by the Purchaser;

refuse to accept any further deliveries of the Material or subsequent performance of the Services which the Supplier attempts to make, in each case without any liability to the Purchaser;

carry out or procure that some other person carries out at the Supplier's expense any work necessary to make the Material and/or Services comply with this Agreement (including but not limited to freight, disassembly and reassembly);

(e) instruct the Supplier to suspend performance of its obligations under this Agreement with immediate effect and to take such steps as the Purchaser may direct in order to remedy such breach at the Supplier's expense;

claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of this Agreement;

(g) opt to use or consume the Material in the event of non-availability of substitute goods or to maintain operations of the Purchaser's plant or to avoid plant shut down but without prejudice to its right to claim damages attributable to consequences arising due to off-Specification Material;

(h) obtain substitute Material or purchase substitute Services from alternate supplier at Supplier's cost.

12.7 If the Purchaser exercises its rights under clause 11.6 sub-clause (b), (d) and/or (e) above in respect of Material which do not, in the Purchaser's opinion, meet the requirements specified in the Agreement, the Supplier shall grant necessary right to the Purchaser to utilize the relevant Material until such time as they meet those requirements.

12.8 If the Supplier fails to deliver the Material under this Agreement as per the agreed delivery schedule, the Purchaser may at its discretion and without prejudice to other rights and remedies under this Agreement or otherwise, avail itself of any one or more of the remedies hereunder:

refuse to accept any further deliveries of the Material which the Supplier attempts to make, in each case without any liability to the Purchaser;

procure that some other person supplies, at the Supplier's expense, the Material to comply with this Agreement (including but not limited to freight, disassembly and reassembly, as the case may be);

instruct the Supplier to suspend performance of its obligations under this Agreement with immediate effect and to take such steps as the Purchaser may direct in order to remedy such breach at the Supplier's expense;

claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of this Agreement;

12.9 Notwithstanding anything to the contrary in this Agreement, there shall be no obligation whatsoever on the Purchaser to accept any defective or sub-standard quality Material and/or Service, delayed delivery and/or performance of the Agreement and it is expressly agreed by the Parties that acceptance of such defective or sub-standard quality Material / Service, delayed delivery and/or performance by the Purchaser in its sole discretion, shall not prejudice any right / claim of the Purchaser to damages for supply of such defective or sub-standard quality Material / Service, delayed delivery and/or performance and / or for breach of the Agreement. In the foregoing, the Purchaser shall reasonably determine the amount of damages that shall be leviable upon / payable by the Supplier. Any damages so determined by the Purchaser shall be paid by the Supplier within fifteen (15) days. The levy of damages / acceptance of performance, as above, shall not prejudice any rights of the Purchaser as per other terms of this Agreement / Purchase order.

12.10 In the event of a breach by the Supplier of its obligations under this Agreement, the Purchaser shall have the right to terminate the Agreement and / or the Purchase Order issued thereunder in whole or in part or to rescind the Purchase Order, in each case without any liability to the Purchaser.

12.11 The Purchaser reserves the right to reject Material in case it is supplied prior to the scheduled delivery date until otherwise specifically waived-off in writing by an authorized Representative from the Purchaser's commercial department, prior to dispatch.

### 13. SPECIFICATION VARIATION

13.1.1 No adjustment to the Scope of Work the Specification, the prices and/or rates set out in Compensation Schedule or the Delivery Date (or any other date specified in the Agreement for performance by the Supplier) shall be valid unless a variation order has been issued in writing by the Company (a "Variation Order"). No additional work or services shall be commenced by the Supplier prior to the Company issuing a Variation Order in respect of such work or services.

13.1.2 A Variation Order shall in no way affect the rights or obligations or the Parties except as expressly provided in that Variation Order. Any Variation Order shall be governed by the provisions of the Agreement.

#### 13.2 Company's Rights

13.2.1 The Company may at any time issue a Variation Order to the Supplier requiring the Supplier to alter, amend, omit, add to, accelerate, re-programme or otherwise vary any part of the Scope of Work or Purchase Order and/or the Specification. Upon receipt of a Variation Order the Supplier shall proceed immediately as instructed, and any necessary adjustment to prices and/or rates or dates for performance shall be subsequently made in accordance with Clause 13.2.3 below.

13.2.2 The Company shall as far as reasonably practicable before issuing a Variation Order advise the Supplier of the proposed variation and request the Supplier to provide an estimate of the effect (if any) on the prices and/or rates and/or dates for performance such variation would have. Such estimates shall be provided by the Supplier within 3 days of a request by the Company and if agreed to by the Company shall be recorded in a Variation Order.

13.2.3 Where the Company has issued a Variation Order in accordance with Clause 13.2.1, the Parties shall use all reasonable endeavours to agree on fair and reasonable adjustments to the prices and/or rates and/or dates for performance, which shall, to the extent possible, be based on the existing prices and/or rates and/or dates for performance specified in the Agreement. Such adjustments shall be recorded in a further Variation Order.

13.2.4 Notwithstanding anything contained in this Clause 13, if the parties fail to mutually arrive at the terms of the Variation Order, then the decision of the Purchaser shall be final and binding and the Supplier shall be required to carry out its obligations under the Contract, including the execution of variation in works, as proposed by the Purchaser.

#### 14. INTELLECTUAL PROPERTY

14.1 If any Material purchased or supplied or Services performed or provided under the Agreement and/or Purchase Order involves a patent, copyright, trademark, or proprietary information (IPR) Intellectual Property Right, Supplier hereby grants Purchasing Group a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge.

14.2 Purchaser is the sole owner of IPR in anything developed and delivered under this Agreement / Purchase Order. Supplier shall provide at Purchaser's reasonable request any documentation necessary to confirm Purchaser's ownership interest in such intellectual property rights. Supplier shall retain ownership of any intellectual property rights vested in Supplier prior to this Agreement or created by Supplier outside of its performance of this Agreement during the term of this Agreement.

14.3 Supplier shall at all times be responsible for, shall release and shall defend, protect, indemnify, hold harmless and defend Purchasing Group, from and against any Claim by a third party for infringement of any IPR which may arise out of the sale and/or use of the Material supplied or the Services performed and/or provided by Supplier.

14.4 In the event that any such infringement occurs or may occur in relation to the Materials, the Supplier, at the option of the Company and the cost of the Supplier, shall :-

use reasonable endeavors to procure for the Company the right to continue using the relevant aspect of the Materials or infringing part thereof; or

modify or amend the relevant aspect of the Materials or infringing part thereof so that the same becomes non-infringing; or

replace the relevant aspect of the Materials or infringing part thereof with other goods of similar type; or

repay to the Company the price paid in respect of the relevant aspect of the Materials relating to the whole or the infringing part thereof.

14.5 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.

## 15. AUDIT AND INVESTIGATION

15.1 At all reasonable times during the Term and/or any Purchase Order, and for a period of four (4) years after the completion of any Purchase Order, Supplier agrees that the Supplier Group's books and records shall be subject to audit with Supplier's assistance and at reasonable times as Purchasing Group shall consider necessary. Purchaser's auditors shall have full and unrestricted access to all records for the purposes of auditing and verifying that the charges or costs presented by Supplier to Purchaser for payment are in accordance with the Agreement / Purchase Order, or for any other reasonable purpose, including verifying Supplier's compliance with its obligations under the Agreement / Purchase Order. In addition, if Purchaser has a reasonable basis to believe that Supplier Group has taken or failed to take any action that may subject Purchasing Group to liability under any laws including the anti-corruption laws, Supplier agrees that Purchaser shall have the right (but not the obligation) upon written notice to Supplier, to conduct an investigation of Supplier Group to determine to Purchaser's reasonable satisfaction whether any actions or failures to act on behalf of Supplier Group may subject Purchaser to such liability.

## 16. ASSIGNMENT AND SUBCONTRACTING

16.1 Supplier shall not assign, sublet or subcontract its rights or obligations under this agreement and/or any Purchase Order, in whole or in part, to any third party without the prior written consent of Purchaser, which the Purchaser may at its sole discretion accept or refuse. Supplier shall have a written contract in place for each approved sub-supplier prior to such sub-supplier performing any Services or supplying any Material. Supplier shall assume full responsibility for the acts or omissions of Supplier's sub-suppliers of any tier. All of Supplier's subcontracts, if any, for performance of the Services or the supply of Material shall contain terms and conditions substantially similar to those contained in this Agreement and/or the applicable Purchase Order which protect and do not restrict Purchaser's rights as set forth in this Agreement and/or in the applicable Purchase Order.

16.2 Purchaser shall have the right to assign the Agreement / Purchase Order to its Affiliate or any third party customer. This Agreement shall inure to and be binding upon the respective successors and assignees of the Parties.

## 17. RECOURSE OF THE PARTIES

17.1 Supplier shall look only to Purchaser for the due performance of the Purchase Order and nothing therein contained shall impose any liability upon, or entitle Supplier to commence any proceedings against any third party customer or any person not a party to the Agreement or the Purchase Order.

17.2 Purchaser shall be entitled to enforce any Purchase Order on behalf of any third party customer in connection with the Agreement / Purchase Order as well as for itself and for this purpose, only Purchaser may commence proceedings against Supplier. The obligations and liabilities of Purchasing Group issuing Purchase Orders are several and not joint.

17.3 It is clarified that under no circumstances, by virtue of this Agreement, will the employee/workers of the Supplier be deemed to have any privity of contract with the Company nor

would they or any of their heirs, assigns or successors would claim any benefit / privilege, whatsoever, from the Company.

18 PREVAILING EFFECT OF THIS AGREEMENT AND RELEVANT PURCHASE ORDER(S)

18.1 This Agreement shall comprise of the following documents:

This Agreement

Annexure I: Scope of work

Annexure II: Compensation Schedule

Annexure III: Standard Terms and Conditions

Annexure IV: Code of Conduct

Exhibit A: Corporate Policy Directive Possession of Contraband Items

Exhibit B: Insurance

(all hereinafter the "Agreement").

18.2 This Agreement shall be governed solely as per the terms of this Agreement, to the entire exclusion of any terms/conditions that the Supplier may state/ mention in any quotation and/or any other correspondence made by the Supplier. Consequently, the terms of this Agreement shall apply and shall be incorporated by reference / deemed incorporated in any Purchase Order issued hereunder and shall prevail at all times between the Parties over any other terms and conditions (including any terms or conditions which Supplier purports to apply to any purchase order, confirmation of order, Specification, invoice or other document) with respect to the provision of Materials or Services, except where the Parties, by its authorized signatories, have specifically agreed in writing to vary and override the terms of this Agreement or the Standard Terms and Conditions by Special Terms.

ANNEXURE II

COMPENSATION SCHEDULE

1. COMPLETENESS OF PRICING

All rates, sums, charges and prices referred to in this Schedule:  
are stated in (INR) /USD.

are considered complete and fully inclusive in respect of the services being provided and no additional rates, sums, charges or prices shall be paid, except as expressly stated in the Agreement; shall remain fixed and firm and shall not be subject to amendment for any cause, except as expressly stated in the Agreement.

The cost of any item where the price is left blank shall be deemed included elsewhere.

2. Taxes

The prices and rates set out in this Annexure are:

inclusive of all Indian direct taxes (including without limitation personnel taxes, withholding taxes and corporate taxes) now or hereafter levied or imposed on the Supplier; and

inclusive of all non-Indian taxes (whether direct or indirect) now or hereafter levied or imposed on the Supplier; and

inclusive of the following Indian taxes at the rates/amounts stated below:

Tax	Rate (INR)	Amount (INR)
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Mention IGST or CGST+SGST (as the case may be)                      Mention rate of GST as applicable on Service  
Mention whether Vendor will charge under forward charge on its Invoice or Company will pay  
under reverse charge mechanism

Other Tax            As Applicable    Included in Price  
[Amend above table as applicable for each contract]

The Supplier shall separately state the taxes listed in (c) above in all invoices submitted to the Company  
under this Contract. [Delete if under reverse charge].

### 3. Withholding Tax

TDS shall be deducted as per the applicable rates under Income Tax Act and same shall be in Suppliers  
account only.

3.1 In terms of Section 194Q of the Income Tax Act, 1961 and w.e.f. 01.07.2021, in case the turnover  
of the Buyer exceeds Rs. 10 crores in the previous financial year, the Buyer shall deduct Tax Deducted  
at Source (TDS) at the rate of 0.1% on the taxable invoice value of the goods purchased (i.e. excluding  
GST).

3.2 The aforesaid clause shall only be applicable if the aggregate payment/credit for the purchase of  
the goods exceeds the limit of Rs. 50 lakhs and shall not be applicable for imported goods.

3.3 If the Seller has failed to furnish Income Tax Returns for immediately preceding 2 financial years  
to Buyer for which the due date prescribed under Section 139(1) of the Income Tax Act, 1961 has  
expired, then the Buyer shall deduct TDS at the rate of 5% under Section 206AB of the Income Tax Act,  
1961

GST TDS, if applicable shall be deducted as per the applicable rates under relevant GST Act and same  
shall be in Supplier's account only.

## 4. Pricing Tables

Particulars (INR)	Unit of Measure	Base Amount (INR)	GST Rate (%)	GST Amount
All Inclusive Amount (INR)				

## ANNEXURE III STANDARD TERMS & CONDITIONS

### 1. TAXES AND DUTIES

#### 1.1. Definitions



For the purposes of this Clause 1 (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.

Person Responsible for payment of Taxes

#### 1.1.1. General

Except as may be expressly set out in this Contract, the Supplier shall be responsible for:

(a) the payment of all Taxes now or hereafter levied or imposed on the Supplier or its subcontractors or on the personnel of the Supplier 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 Supplier 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 Supplier 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 Supplier or its subcontractors;

(d) 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 Supplier or its subcontractors (hereinafter referred to as "Sales tax/VAT/CST");

(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, manufactured by the Supplier or its subcontractors for sale to the Company (hereinafter referred to as "Excise Duty");and

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

#### 1.2.2. Exception to General:

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

#### 1.2.3 Reimbursement of Taxes to the Supplier

It is acknowledged that responsibility for payment of Taxes to the Government Authority will be governed as per Clause 1.2.1 and 1.2.2, the Supplier 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.

#### 1.23.1. Pricing

The Parties agree that details of Taxes included in, or excluded from, the Supplier's prices and/or rates shall be as stated in the Compensation Schedule to the Agreement and nothing in this Clause 1 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

#### 1.3. Withholding taxes and Withholding certificates

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

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

#### 1.4. Person Responsible for filing of returns / information to Government Authorities

1.4.1. The Supplier 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.

1.4.2. The Supplier shall also ensure that its subcontractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

1.4.3. The Company, with respect to the tax withheld from the Supplier in accordance with Clause 1.3 (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.

#### 1.5. 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 Supplier and/or its subcontractors and recover the Taxes due to the Government Authority by the Supplier or its subcontractors from the Company. In such situations, the Company shall have the following rights:

(a) The Company shall be entitled to recover from the Supplier, the Taxes paid on behalf of the Supplier or its subcontractors (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 Supplier or its subcontractors that may be in its possession (whether due under this Agreement or otherwise) and shall pay only the balance, if any, to the Supplier; 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 Supplier and the Supplier shall immediately furnish the same to the Company. If the Supplier 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 Supplier.

#### 1.6. Indemnity

The Supplier 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 Supplier or its subcontractors by any Government Authority arising out of or in connection with the performance of this Agreement.

#### 1.7. Changes in Law

If, after the date of execution of this Agreement, there is any change in law, excluding any change(s) as result of interpretation by competent authority, tribunal & Court, which results in a change in the rate of any Tax included in the Supplier'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 Supplier 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 Supplier's final invoice under this Agreement) but not later than 7 business days 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 1.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

#### 1.8. GST Compliances by Supplier

1.8.1. Notwithstanding anything contained hereinabove, the Supplier 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 Supplier 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 Supplier, particulars including but not limited to the following:

- (a) whether Supplier should charge IGST or CGST-plus-SGST;
- (b) GST registration number of the Company;
- (c) whether the Supplier 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.

1.8.2. The Supplier 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.

1.8.3. 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.

## 2. STATUTORY COMPLIANCES/LICENCES

2.1 The Supplier shall be solely liable for statutory compliance in respect of all applicable laws of land which inter-alia includes central/state labour laws and regulations/rules made thereunder including but not limited to Compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979. The Supplier shall be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all applicable Central/State labour laws and regulations/rules made thereunder in respect of employees employed by it.

2.2 The Company shall be entitled to deduct/adjust from amount payable to the Supplier any dues, wages, compensation on accident or death, expenses paid by the Company in compliance with the applicable laws, in respect of employees of the Supplier.

## 3. INSURANCE

3.1 The Supplier shall effect and maintain with a reputed insurance company a policy(ies) of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Term of the Agreement.

3.2 The Supplier shall hold employer's liability insurance in respect of its employees/personnel in accordance with any legal requirement from time to time in force.

3.3 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Agreement.

3.4 The Supplier shall also take third party liability insurance and surrounding property damage insurance. In case of any loss or damage, the Supplier shall lodge and settle the claim with the insurance company.

3.5 Supplier will be made at equivalent to differential loss suffered by the Company in case the loss to the Company is not fully compensated by the insurance agency.

3.6 Notwithstanding anything contained above the Company may arrange insurance of the consignment. But, that will not in any way absolve the Supplier from compensating Company /consignee in case of damage / loss.

3.7 Without limiting Supplier's obligations, liabilities, and responsibilities under any Purchase Order or at law, Supplier shall when providing Material or Services, at its cost, obtain or procure or cause others to obtain or procure the insurances required under the Agreement.

3.8 All the insurance policies described in Exhibit B, except workers' compensation and employer's liability shall, to the extent of the insurable liabilities assumed and indemnities given by Supplier hereunder, be written or endorsed with Purchasing Group as additional insured or shall contain indemnity to principal provisions, and all policies described in Exhibit B, including workers' compensation and employer's liability, shall provide that the insurance company shall have no right of recovery or subrogation against Purchasing Group. All liability policies required herein shall provide severability of interest or cross liability clause. All policies required of Supplier herein shall, to the extent of the insurable liabilities assumed and indemnities given by Supplier hereunder, provide that the insurance coverages shall be primary and not excess to or contributing with any insurance or self-insurance maintained by Purchasing Group. In all cases all applicable Supplier Group deductibles, self-insured retentions, and excesses will be borne by Supplier.

3.9 All insurances taken out by Supplier in accordance with the provisions of this Clause 3 shall provide that Supplier's underwriters of insurance give not less than thirty (30) days' notice of cancellation of any such policy of insurance to Purchaser. No such cancellation shall relieve Supplier of its obligation to maintain insurance in accordance with this Agreement and / or any Purchase Order.

3.10 To the extent Supplier has sub-suppliers of any tier, Supplier agrees that should any sub-supplier's insurance lapse, is cancelled, has insufficient limits of insurance available or is not carried, Supplier's obligations under this Clause 3 are in no way relieved or diminished. Supplier shall use its best endeavours to obtain from its sub-suppliers additional insured, or indemnity to principals, status, a waiver of subrogation and a primary insurance statement, both in favour of Purchasing Group. Upon request, Supplier shall obtain and provide Purchaser with valid certificates of insurance from such sub-suppliers evidencing compliance with this Clause 3.

3.11 Neither the delivery to Purchaser of any certificates of insurance, nor any failure on the part of Purchaser to discover and notify Supplier of any errors or omissions in certificates of insurance, nor the rejection of certificates of insurance that do not conform to the requirements described herein, shall be construed to imply an acceptance of such certificates of insurance or the coverages/endorsements reflected therein, or a waiver of the coverages/endorsements requirements contained herein. Review by Purchaser of any certificate of insurance shall not relieve Supplier from any obligation to secure the insurance coverages and endorsements required herein, and nothing shall operate to shift responsibility for insurance coverages from Supplier to Purchaser.

#### 4 WARRANTIES AND REPRESENTATION

4.1 The Supplier represents and warrants that:

(i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to supply Materials and perform the Services as detailed in the Scope of Services above and as may be necessary to perform its obligations hereunder in a professional manner.

(ii) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent

under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or

any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.

(vii) It shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.

(viii) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;

(ix) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (IPR) (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Company, for use related to the Material/Services, and that any IPR provided by the Supplier shall not infringe the IPR of any third party;

(x) The Supplier represents that there is no inquiry/ investigation pending by the Police against the Supplier or its employees. The Supplier undertakes that it will confirm at his own cost and expense and shall comply in all respect with the provisions of Government Authority applicable to the Supplier and /or to the Supplier's employees;

(xi) The Supplier shall be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of any vehicle for performing the Agreement and any toll charges or entry Taxes payable locally and the Supplier accordingly indemnifies Company against all such liability.

(xii) The Supplier has sufficient resources available to respond to emergencies/ incidents, which may occur along established transportation routes. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Supplier. Company shall have no liability whatsoever.

4.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

4.3 Supplier warrants and guarantees that:

(i) all Material shall be supplied in accordance with the provisions of the Agreement/Purchase Order and with generally accepted industry standards, Trade Usage with regard to quality, Specification, quantity, measurement, performance and/or functionality and are free from defects in material and workmanship;

(ii) if the Material are manufactured by reference to Supplier's data or other specified data provided to Purchaser, the Material shall have been manufactured in accordance with such data;

(iii) if the Material are sold by sample then they shall conform to the sample;

(iv) if the Material are manufactured to designs supplied by Purchaser, the Material shall have been manufactured in conformity with such designs and any approved working drawings;

(v) it is aware of the purpose and usage of the Material by the Purchaser including the technical parameters attributable to the usage of the Material; and

(vi) in the case of the Material, be of the best available design, of the best quality and workmanship and shall be free from fault or defect (including latent defect), with such tolerances as stated in the Specification or on the drawings.

4.4 If Supplier is required to repair or replace defective Material, the warranty period shall renew for the repaired or replaced Material.

5. RISK PURCHASE/SUBSTITUTED PERFORMANCE



5.1.1 Without prejudice to any other rights of the Company under the Agreement, relevant Purchase Order/(s) and/ or at law, if the Supplier fails to perform its obligations as per the provisions of this Agreement and/or the relevant Purchase Order/(s), the Company may procure the Material from third party sources at the risk and costs of the Supplier. Provided however that prior to exercising this right, the Company shall give a prior written notice of 30 (thirty days) to the Supplier for rectifying the breach.

## 6. BUSINESS ETHICS

6.1. The Supplier 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.

6.2. The Supplier 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 Supplier 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 Supplier, or his partners, agent or servant or any one authorized by him or acting on his behalf.

6.3. The Supplier 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](http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf)) and the Company's Human Rights Policy (a copy of which is available at [http://www.vedantalimited.com/media/80325/vedanta\\_human\\_rights\\_policy.pdf](http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf)) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

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

6.5. The Company shall have a right to initiate "audit proceedings" against the Supplier 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 Supplier shall extend full cooperation for smooth completion of the audit mentioned herein.

6.6. Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Supplier, the amount of any loss arising from such termination in case, it is found that the Supplier 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 Supplier.

6.7. If at any time during execution or performance of this Agreement the Supplier becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Supplier 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: [sgl.whistleblower@vedanta.co.in](mailto:sgl.whistleblower@vedanta.co.in)

## 7. DEFAULT AND TERMINATION

7.1. Notwithstanding anything contained herein to the contrary, the Company may immediately terminate all or part of this Agreement/Purchase Order as under:

(i) by a written notice to the Supplier in case of any breach of the terms of this Agreement by Supplier and has failed to remedy such breach within 30 days from receiving notice from the Company.

(ii) if Supplier (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;

(iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;

(iv) if Supplier is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then Company may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Supplier accrued prior to the date of such termination.

(v) if the price of the Commodity/Material falls below 95% or exceeds 105% of the benchmark market index rates.

7.2. Notwithstanding anything contained herein to the contrary, The Company may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Supplier fails to obtain any approval required under the terms of this Agreement.

7.3. Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

7.4. Upon termination, the sole liability of the Buyer towards the Seller under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Supplier till the date of termination.

7.5. In the event of Supplier's breach of its obligations hereunder, no payment shall be due by Purchaser in respect of such order/Purchaser order,

## 8. . LIMITATION OF LIABILITY

8.1. 8 EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, 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.

8.2. The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, misrepresentation, death or personal injury.

## 9. . FORCE MAJEURE

9.1. For the purposes of this Agreement, "Force Majeure" means the occurrence of any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party, has a material and adverse effect on the performance by that Party of its obligations under or pursuant to this Agreement, and that demonstrably could not have been foreseen by the Parties; provided, however, that such material and adverse effect could not have been prevented, overcome or remedied by the affected Party through the exercise of diligence and reasonable care; but provided, further, that the exercise of diligence and reasonable care will not include the obtaining or maintaining of insurance beyond the requirements of this Agreement.

9.2. Subject to clause 9.1 hereinabove, Force Majeure includes without limitation, the following events and circumstances, but only to the extent that each satisfies the above requirements as provided under Clause 9.1; (a) Act of God, (b) fire, flood, earthquake, epidemic, pandemic, natural disaster or extreme natural event (c) war, riot, insurrection, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 9 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 event owing to any restrictions, directives/directions imposed or passed by the government, judicial, quasi-judicial authorities if they impede or delay the performance of the Agreement (Force Majeure Events)

#### FORCE MAJEURE EXCLUSIONS

Force Majeure will expressly not include the following conditions, except and to the extent that they result from an event or circumstance otherwise constituting Force Majeure:

- (i) unavailability, late delivery or changes in cost of machinery, equipment, materials, spare parts or consumables;
- (ii) failure or delay in performance by any Subcontractor;
- (iii) normal wear and tear or flaws in materials and equipment or breakdowns in equipment.
- (iv) any labour unrest/strikes or any other event of the like nature caused by the personnel of the Supplier (which includes its subcontractors) shall not be considered as a force majeure occurrence

9.3. In the event of a Force Majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify in writing to the other party without delay but not later than fifteen (15) business days on the initiation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. Provided, however, that the occurrence of such an event would entitle the parties to renegotiate the time frame for performance of the respective obligations, taking into consideration the nature of such event. . In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay. If the said notice is not received by the other party within fifteen (15) business days, after the party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non-receipt.

9.4. Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately but not later than three (3) business days give notice thereof to the other party.

9.5. Neither Party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof. The costs associated with taking all steps required to mitigate the effects of the Force Majeure Event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable shall be borne by the respective parties.

#### 10. INDEMNITY

10.1 The Supplier shall defend, indemnify and hold the Company, its directors, officials & employees etc., harmless from and against any and all against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with 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 Supplier of its obligations under this Agreement.

10.2 The Supplier shall be liable for and shall defend, indemnify and hold the Company its directors, officials & employees etc., harmless from and against and all Claims in connection with any breach, infringement (whether actual or alleged) of Confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this Agreement by the Supplier.

10.3 Supplier shall at all times be responsible for, shall release and shall defend, protect, indemnify and hold Purchasing Group harmless from and shall keep Purchaser's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by Supplier Group.



10.4 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Company may be entitled to.

10.5 Purchaser shall have the right to retain / withhold out of any payment to be made to the Supplier an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs. .

10.6 It is the express intention of the Parties hereto that the provisions of this Agreement / Purchase Order shall exclusively govern the allocation of risks and liabilities of thee Parties, it being acknowledged that the Agreement reflected herein has been based upon such express understanding.

It is acknowledged that the compensation payable to Supplier as specified in this Agreement and/or applicable Purchase Order has been based upon the express understanding that risks and liabilities shall be determined in accordance with the provisions of this Agreement and/or applicable Purchase Order.

11. ARBITRATION 11.1 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 by meeting(s) between senior management representatives of each Party. 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 (Indian) 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 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) 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 and venue of arbitration shall be New Delhi, India. (iii) The award made in pursuance thereof shall be final and binding on the parties. (iv) It is clarified that the works under the Agreement shall be continued by the Supplier during the arbitration proceedings unless otherwise directed in writing by the Purchaser/Company. Save as those which are otherwise expressly provided in the contract, no payment due or payable by the Purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matters thereof. 12. APPLICABLE LAW AND JURISDICTION

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

11.2 The parties submit to the exclusive jurisdiction of the courts of \_\_\_\_\_, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

### 13. SET OFF

12.1 Only the Company may at any time without notice to the Supplier set off any liability of the Supplier to the Company against any liability of Purchasing Group to the Supplier (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to Company under this Agreement or otherwise.

### 14. CONFIDENTIALITY

14.1 Each Party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information (“Confidential Information”) of the other Party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a Party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement

and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless otherwise required by law, not to be disclosed without the consent of other Party to anyone other.

14.2 The Parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

14.3 Each Party agrees that it will not use the name or logo of the other Party, without the prior written consent of the other Party(ies) hereto.

14.4 All Confidential Information developed by Supplier Group as a result of performance of the Services or supply of Material shall be the property of Purchaser. All such Confidential Information shall be delivered to Purchaser within fifteen (15) days after completion of any applicable Purchase Order. Purchaser shall have the unrestricted right to use and disclose such information in any manner and for any purpose without payment of further compensation. Such Confidential Information is proprietary information of Purchaser and subject to the terms of this Clause 13.

14.5 Obligations towards all Confidential Information as mentioned above under this clause shall continue to remain valid for the Term and further period of five (5) years from the date of expiry of this Agreement.

14.6 No member of Supplier Group shall make use of the name or logo of Purchasing Group for publicity purposes, nor shall publish or permit to be published any information or photographs in connection with this Agreement or any Purchase Order without the prior written consent of Purchaser.

#### 15. MISCELLANEOUS PROVISIONS

15.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

15.2 Severability: If any clause or 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 affecting or 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.

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

15.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof. 15.5 Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile, email, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either Party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

15.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

15.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns

15.8 Assignment: Neither this Agreement nor any right, duty or obligation of any Party hereunder may be assigned or delegated by any Party (in whole or in part) without the prior written consent of the other Party(ies) hereto.

15.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the Parties hereto.

15.10 Validation: This Agreement shall come into effect when authorized representatives of both Company and Supplier execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by Company and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both Parties in their due capacity.

15.11 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.

15.12 Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.

15.13 Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

15.14 THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER INCLUDING ANY ORDER ACKNOWLEDGEMENT BY THE SUPPLIER AND THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN SHALL APPLY FOR ALL PURPOSES.

#### ANNEXURE IV CODE OF CONDUCT

This Supplier Code of Conduct is applicable to all 'Suppliers' globally. 'Supplier' here refers to suppliers/ service providers/ vendors/ traders / agents/ consultants/ contractors/ joint venture partners/ third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kinds of goods or services to Vedanta Resources Plc or any of its subsidiaries, affiliates, divisions ("Vedanta").

This Code sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with Vedanta. This Code embodies Vedanta's commitment to internationally recognized standards, including the Core Conventions of the International Labour Organization, United Nations' Universal Declaration of Human Rights as well as prevalent industry standards, and all other relevant and applicable statutory requirements concerning Environment Protection, Minimum Wages, Child Labour, Anti-Bribery, Anti-Corruption, Health and Safety, whichever requirements impose the highest standards of conduct.

#### LABOUR & HUMAN RIGHTS

Adhering to all Labour Laws and Human Rights Laws, Suppliers shall:

- Comply with all applicable local, state and national laws regarding human rights.
- Comply with the Company's Human Rights Policy.
- Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.

- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.
- Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.
- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly;
- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.

#### HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY

- The Supplier shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.
- Supplier shall follow all Environmental, Health and Safety and other operational policies of the Company while executing any work or contract at the company site.
- Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

#### BUSINESS INTEGRITY

Anti-Bribery: The Supplier shall not, directly or through intermediaries, take any recourse to any unethical behaviour (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including with any employee of Vedanta. More specifically:

- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and Prevention of Corruption Act of India.
- Shall not take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with Vedanta.
- Shall not enter into a financial or any other relationship with a Vedanta employee that creates any actual or potential conflict of interest for Vedanta. The Supplier is expected to report to Vedanta any situation where an employee or professional under contract with Vedanta may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.
- Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.

Unfair Trade Practices: Supplier shall desist from any unfair or anti-competitive trade practices.

#### REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM

The Supplier shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.

Suppliers shall also forthwith report any unethical activity or discrimination if practiced by any Vedanta employee/other Suppliers as per Vedanta whistle-blower policy (uploaded on the company website).

#### INTELLECTUAL PROPERTY

The Supplier shall take appropriate steps to safeguard and not infringe any Vedanta confidential and proprietary information/intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with Vedanta. In case of sub-contracting, sharing of confidential information should be made with the consent of Vedanta.

#### THIRD PARTY REPRESENTATION

The Suppliers shall not be authorized to represent Vedanta or to use Vedanta's brands without the written permission of Vedanta. Third parties and their employees who are authorized to represent Vedanta are expected to abide by the Vedanta's Code of Conduct & Business Ethics Policy in their

interaction with, and on behalf of Vedanta including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information.

#### ☒ PROHIBITION ON INSIDER TRADING

If the Supplier becomes aware of material, non-public information relating to Vedanta or its business, it may not buy or sell Vedanta securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Supplier becomes aware of material, non-public information about any other company, including Vedanta customers, suppliers, vendors or other business partners, that is obtained by virtue of the supplier's interaction with Vedanta, then the Supplier shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.

#### SUPPLIER'S COMPLIANCE COMMITMENT

Vedanta expects the Supplier to adhere to all applicable laws and regulations and in particular comply with this Code in letter and spirit. It is the Supplier's responsibility to read and understand the contents of this Code and Vedanta's Code of Conduct & Business Ethics Policy. As a condition of doing business with Vedanta, the Supplier must comply with this Code and agree to uphold such values during its business association with Vedanta.

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and allow access to Vedanta to check compliance upon request with reasonable notice. The Supplier shall notify Vedanta regarding any known or suspected improper behaviour by the Supplier relating to its dealings with Vedanta, or any known or suspected improper behaviour by Vedanta employees.

Please contact the concerned Head commercial/ Company Secretary if you have any questions about this Code.

#### EXHIBIT A CORPORATE POLICY DIRECTIVE - POSSESSION CONTRABAND ITEMS

It is the policy of Vedanta to maintain a safe work environment for its employees. To this end, the possession of any illegal drug, drug paraphernalia, alcoholic beverage, explosive, weapon or any other similar item or substance which could cause or contribute to injury to Vedanta personnel or damage to its property ("contraband") is strictly prohibited at work locations or other business premises ("work areas") of Vedanta. This policy may be implemented by such reasonable means as may from time to time be determined appropriate, including searches of the person and personal effects of any person.

Compliance with this policy is a condition of employment of Vedanta and employees who decline to be searched or who are otherwise found in violation of this policy will be subject to immediate termination. Non-employees who decline to be searched or are otherwise found in violation of this policy or Vedanta's Substance Abuse Policy will be excluded from Vedanta work areas. Below is a Notice outlining Vedanta's Substance Abuse Policy.

#### DRUGS, ALCOHOL, FIREARMS, SEARCHES

Vedanta is concerned about the effects of the use of illegal drugs and the abuse of alcohol on the health and safety of its employees. We recognize that alcoholism and the illegal use of drugs leads to increased accidents and medical claims, and can lead to the destruction of an employee's health, and adversely affect his or her personal life. Employees who abuse drugs and alcohol are a danger not only to themselves, but also to their fellow employees. In addition, the medical costs incurred by employees with drug or alcohol problems are much higher than those of other employees, and the decreased productivity of these individuals can adversely affect a company's ability to operate competitively. To help prevent substance abuse among our employees, Vedanta has a policy and practice of testing applicants, employees, and others that may regularly work in or on Vedanta premises. Applicants for employment will be required to undergo a drug-screening test as part of

consideration for employment. Employees and others will be required, under certain circumstances, to cooperate with drug testing procedures and drug searches.

The unauthorized possession or use of illegal, drugs, narcotics, alcohol and firearms is not permitted on any Vedanta property or job site that is not Vedanta property, and the use of, possession of, and/or distribution of such items by any person on any Vedanta installations, property, or facilities poses a serious threat to the safety of our employees, other personnel and operations.

#### SEARCHES, INSPECTIONS, AND ANALYSES

We reserve the right, at all times, to have authorized personnel conduct reasonable searches or inspections on Vedanta property of personal effects, lockers, baggage, vehicles, and quarters of employees and other personnel for the purpose of determining if any such persons are in possession of any illegal or unauthorized items. These searches will be conducted in cases where the Vedanta receives any information indicating that reasonable cause exists to conduct a search.

Any Vedanta employee who refuses to submit to a search, urine analysis, blood test, or who is found in possession of any such illegal or unauthorized items without an explanation satisfactory to us will be subject to disciplinary action up to and including immediate discharge.

When appropriate, such items discovered through these Vedanta searches may be taken into custody and may be turned over to the proper law enforcement authorities.

The below mentioned attachments are part of the tender document and the vendor to comply the same.

#### **Attachments:**

**Annexure 1 Standard supply Contract.**

**Annexure 2 Business Partner safety management handbook.**

**Annexure 3 Code of Conduct**

**Annexure 4 HSE**

**Annexure 5 Vedanta Sustainability clauses**

**Annexure 6 PBG format**

**Annexure 7 Modern Slavery Act declaration**

For more details regarding TSPL sustainable policies, supplier code of conduct, Vedanta Technical & performance standards please visit <https://www.tsplindia.co/about-us/policies-practices/>