



Tender Specification No:

TN/3/CM/TSPL/2025-26/R0

TENDER DOCUMENT (TENDER)

For

ACTIVE MINE MANAGEMENT

from

BHARAT COKING COAL LIMITED (BCCL)

AND

CENTRAL COALFIELDS LIMITED (CCL)

For

TALWANDI SABO POWER LIMITED (TSPL/OWNER/COMPANY)

1980 MW SUPERCRITICAL THERMAL POWER PLANT

(3 X 660 MW)

AT VILLAGE BANAWALA, DISTT. MANSA,

PUNJAB, INDIA

7th October 2025

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

TABLE OF CONTENTS

VOLUME I: INSTRUCTIONS TO BIDDERS	4
1. INTRODUCTION	5
2. GENERAL INFORMATION	5
3. BID SUBMISSION AND OPENING PROCEDURE	5
4. TIME SCHEDULE FOR BIDDING PROCESS.....	7
5. BID LANGUAGE	8
6. BID CURRENCY	8
7. EARNEST MONEY DEPOSIT (EMD).....	8
8. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE.....	8
9. QUALIFICATION REQUIREMENT (TECHNICAL BID)	11
10. EVALUATION OF THE BID.....	11
11. REVERSE AUCTION	11
12. NEGOTIATIONS AND AWARD OF CONTRACT	12
13. BID VALIDITY	12
14. CONTRACTORS PERFORMANCE EVALUATION	12
VOLUME II: CONDITIONS OF CONTRACT	14
1. DEFINITIONS & INTERPRETATION	15
2. SUPPLY OF SERVICE AND PAYMENT	19
3. TAXES AND IMPORT OBLIGATIONS	22
4. DELIVERY TERMS.....	22
5. TERM.....	24
6. OBLIGATIONS & PERFORMANCE	24
7. NON-CONFORMITY	27
9. SPECIFICATION VARIATION.....	28
10. INTELLECTUAL PROPERTY & CONFIDENTIALITY OBLIGATIONS	29
11. SUSPENSION	31
12. TERMINATION & SURVIVAL	31
13. ASSIGNMENT	32
14. CONTRACTOR'S PERSONNEL	33

15. INDEMNITY	33
16. LIMITATION OF LIABILITY.....	34
17. MOST FAVOURED CUSTOMER TREATMENT AND PRICING	34
18. CHANGE IN LAW	34
19. SPLITTING OF WORK.....	35
20. FORCE MAJEURE	35
21. DISPUTE RESOLUTION	36
22. GOVERNING LAW	37
23. MISCELLANEOUS.....	37
24. BUSINESS ETHICS AND CODE OF CONDUCT	39
25. SANCTIONS	42
VOLUME III: TECHNICAL SPECIFICATION AND SCOPE OF WORK	47
SCOPE OF WORK	48
ANNEXURE-I: PRICE BID FORMAT	54
ANNEXURE-II: DECLARATION BY BIDDER.....	59
ANNEXURE-III: PROFORMA OF PERFORMANCE BANK GURANTEE	61
ANNEXURE-IV: END USER CERTIFICATE FOR QUANTITIES HANDLED	65
ANNEXURE-V: FORMAT FOR ANNUAL TURNOVER.....	66

VOLUME I: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

Talwandi Sabo Power Limited ("hereinafter referred to as TSPL/Owner/Company"), a subsidiary of Vedanta Limited, has developed one of the largest green-field Thermal Power Project in the State of Punjab with an installed capacity of 1980 MW (3 x 660 MW).

TSPL invites bids from reputed Contractors for activities related to Active Mine Management of Domestic Linkage Coal at **BHARAT COKING COAL LIMITED (BCCL) and CENTRAL COALFIELDS LIMITED (CCL)** for its supply to Talwandi Sabo Power Limited, at Mansa District in State of Punjab on the Terms and Conditions as specified in this Tender.

2. GENERAL INFORMATION

The interested bidders are invited to submit their bid comprising of Technical Bid and Price Bid for the subject package, in line with the provisions of this Tender. The procedure for submission of bids has been explained hereunder in this document. The cost on account of preparation and submission of bid, negotiations, discussions etc. as may be incurred by the bidder(s) in the process are not reimbursable by TSPL and TSPL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

TSPL reserves all rights to reject any or all bids, wholly or partially, extend the date of submission of bids and to annul the bidding process without assigning any reasons whatsoever, at any time prior to award of the Contract, at its sole discretion, and in such case no Bidder /intending Bidder(s) shall raise any loss, claim or liability arising out of or in connection with such action.

While an attempt has been made to define and capture the requirements in as exhaustive manner as possible, bidders are advised and are expected to have a thorough understanding of the applicable requirements for performing services as defined in the Scope of Work.

3. BID SUBMISSION AND OPENING PROCEDURE

- a) Bidders are required to send their Expression of Interest (EOI) to TSPL on TSPL.Fuel@vedanta.co.in. Based on the EOI received from bidders, TSPL will send a link for bidder's registration and for online submission of Bid and reverse bidding. Bidders shall register themselves on ARIBA portal well in advance to understand the process and formalities for online Technical and Price Bid submission and obtain the

login credentials / password for the same which will remain valid up to completion of bidding process.

- b) Bidders should understand the online submission procedure thoroughly and then submit their Bids. Any excuse of insufficient knowledge regarding online submission and physical submission shall not be acceptable to TSPL. Bidders shall submit both Technical and Price bid as per mentioned timeline on ARIBA portal (refer Clause 4).
- c) Bidders shall follow the instructions as provided on the screen for submission of Bids and submit the Bid online in the formats provided on ARIBA portal.
- d) A training session on submission of Bids shall also be carried out on ARIBA portal, at least two days prior to the Bid Due Date.
- e) The figures mentioned in the illustrations given in the Bid Document are only for illustrative purposes.
- f) All communications pertaining to this Bid Document shall be addressed to:

Chief Commercial Officer
Talwandi Sabo Power Limited
Talwandi Sabo Road, Vill – Banawala
Distt- Mansa Punjab-151302
Ph. No.: -9780876161
Email: tspl.fuel@vedanta.co.in

- g) The bidders, in their own interest are advised not to wait till the last moment, to submit their bids. TSPL shall not be responsible for any delay in receipt of the Bids due to any reason whatsoever including failure or non-availability of internet connectivity and/or electrical power, issues related to equipment, hardware, and software etc. Any Bid received after the expiry of the time specified for receiving the same shall not be entertained. However, TSPL at its discretion may extend the timelines for bid submission.
- h) Bids which are not complete in all aspects as stipulated above and/or without EMD are liable for rejection. TSPL may at its sole discretion accept any non-material/ minor deviations.

4. TIME SCHEDULE FOR BIDDING PROCESS

Date	Event
20th Aug-25	Publishing of (Expression of Interest) EOI by TSPL
7 th Oct-25	Date of availability of Bid document at TSPL website
14 th Oct -25	Last date for receipt of comments/suggestions (latest by 18:00 Hrs.)
14 th Oct-25	Pre-Bid clarifications
7 th Oct -25	Commencement of submission of Bid (online – ARIBA) from 16:00 Hrs. Onwards
15 th Oct -25	Closing of submission of online Bid on ARIBA (has to be on or before 18:00 Hrs.)
15 th Oct -25	Receipt of all required physical documents for bid submission including DD for EMD 2 days prior from the date of Bid opening and in case of RTGS till 15 th Oct -25, 18:00 Hrs.
16 th Oct-25*	Opening of Technical Bids at 11:00 Hrs. at TSPL, Mansa
16 th Oct-25*	Opening of Price Bids (depending upon number of Bidders and subject to completion of Technical Evaluation) at TSPL, Mansa
16 th Oct-25*	Reverse Bidding, 15:00 Hrs. at TSPL, Mansa
*Indicates tentative timeline	

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, interested parties should visit TSPL website for amendments/changes on a regular basis. The successful bidder shall not be entitled to any loss / claim / damage arising out of or related to the amendment / modification / change in the above mentioned schedule. All expenses in relation to Bidding to be borne by the Bidder.

TSPL reserves the right to assign the Scope of Work to a single or multiple bidder(s) at its sole discretion. TSPL reserves the right to allow for minor deviations while accepting the Bid at its own discretion for higher competition.

TSPL reserves the right to extend the contract with same terms & Conditions for any enhancement in quantity due to any additional allocation from BCCL & CCL.

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

5. BID LANGUAGE

The bids prepared by the bidder(s) and all correspondences and documents related to the bid exchanged between the bidder(s) and TSPL shall be in English language. Any printed literature/certificate furnished by the bidder(s) in another language, shall be accompanied by certified translation in English language.

6. BID CURRENCY

The bidder shall quote the prices in INR currency as per Price Bid Submission Format.

7. EARNEST MONEY DEPOSIT (EMD)

The bidders are required to deposit the EMD of **INR 30 Lacs** through RTGS. The validity of the EMD shall be six months from the tender opening date and shall be extended for a suitable period in case requested by TSPL. In case of tenders of unsuccessful bidders, the EMD shall be refunded within a period of 7 working days from the award of order/contract to the successful bidder or after the expiry of validity period of the bids, whichever is later. In case, a successful bidder refuses to honor the Contract awarded to him, his EMD shall be forfeited.

Bank details of TSPL:

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

8. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE

Within seven (7) working days after receipt of Contract/LOI/Confirmation of Services, the successful bidders/ Contractor(s) shall furnish the Security Deposit/ Performance Bank Guarantee (PBG) in the form of a Bank Guarantee (as per TSPL's proforma) for an amount equivalent to 5% of Basic Contract value from any of the Indian Nationalized Bank or scheduled bank (such as State Bank Of India, Bank Of Baroda, Bank Of India, Canara Bank, Indian Bank, Union Bank Of India, Axis Bank Ltd., HDFC Bank Ltd., ICICI Bank Ltd., etc.) revokable at Mansa/Bathinda branch. The PBG

shall remain in full force and effect during the period of the Contract that would be taken for satisfactory performance and fulfilment in all respect of the Contract. **The PBG submitted should have the validity period of 1 year from the date of submission and claim period of 12 months post the date of validity expiry period of the PBG.**

- a) The PBG so furnished by the Contractors shall be released upon successful completion of the obligations of the Contractor in terms of the Contract after the Contractor duly submits a certificate to the effect that there are no claims against TSPL from any of its vendors, subcontractors and/or any other third party, including but not limited to the Contractor's employees, engaged in performance of the obligations of the Contractor under the Contract. If requested by TSPL, the Contractor agrees to extend the validity period of the PBG or to issue a further PBG in the event that the duration of this Contract is for any reason extended beyond such validity date.
- b) The Contractor shall renew the PBG within a period of ten (10) days prior to the date the PBG expires ("Expiry Date") in case of any extension to the Term. If the Contractor does not submit to TSPL a renewed PBG within a period of ten (10) days prior to the Expiry Date, TSPL shall have the right to immediately draw down complete PBG amount and shall reserve the right to retain such amounts till such time the Contractor provides a replacement PBG for the equivalent amount.
- c) The Contractor shall renew the PBG or otherwise submit an additional PBG, as duly required by TSPL, on account of change in the Contract value pursuant to a variation or amendment to the Contract, within a period of five (05) days of being so notified by TSPL. If the Contractor does not submit to TSPL a renewed PBG or an additional PBG, as the case may be, within the said period of five (05) days, TSPL shall have the right to immediately draw down complete PBG amount and shall reserve the right to retain such amounts till such time the Contractor provides a replacement PBG(s) for the equivalent amount.

d) Failure to Furnish, Renew, or Maintain Guarantees:

If the Contractor fails to furnish, renew, or maintain the PBG as per the agreed terms of the Agreement:

- (i) Such failure would constitute a material breach/default of the Agreement solely attributable to the Contractor.
- (ii) The Company shall have the right to invoke the respective guarantee(s) without any notice to the Contractor.
- (iii) The Company may withhold or recover amounts due under the Contract until the required guarantee is furnished.

- (iv) The Company may terminate the Agreement forthwith, without prejudice to any other rights or remedies available.

In addition to the right contained in the preceding clause, TSPL shall further have an unqualified right under the Contract to revoke the PBGs under the following circumstances:

- (i) Failure by the Contractor to supply the Services in accordance with the Contract resulting in termination;
- (ii) Any inadequate adjustment of the advance payment; or
- (iii) Failure by the Contractor to duly perform any of its obligations under this Contract;
- (iv) Any valid claim made by TSPL accruing due to any acts/omission of the Contractor and the Contractor fails to pay TSPL for such a claim immediately upon such demand.

(e) The contractor shall bear all the costs of execution, prolongation, renewal, and issuance of the Performance Bank Guarantee.

(f) The provision and maintenance of the PBG by the Contractor in accordance with the terms of the Contract shall be a condition precedent to any payment by TSPL to the Contractor.

(g) If the Contractor fails to provide, maintain, or renew the PBG in accordance with the terms of the Contract, then TSPL may, without prejudice to any other rights and remedies to which it may be entitled to, revoke the PBG and/or terminate the Contract forthwith by written notice.

(h) In addition to the other circumstances specified in this Contract, Company has the right to draw down all or part of the value of the PBG and, at Company's discretion, apply the proceeds in remedying any breach by Contractor of this Contract. Such recourse against the PBG shall be without limitation to any other right or remedy of TSPL in relation to the breach by the Contractor.

9. QUALIFICATION REQUIREMENT (TECHNICAL BID)

Criteria	Proof to be attached
Experience of coal handling ~2.0 MMTPA in any of last 5 years (i.e. FY, 20-21, 21-22, 22-23, 23-24, 24-25) for Coal supply in Rail mode at any subsidiary of Coal India Limited (CIL). (Experience of Road-Cum-Rail Mode / Washery mode shall not be considered)	Contract Copies and Performance certificates of already executed similar work(s) Details of work executed similar to that mentioned in this tender document during past 5 years and orders currently under execution
Turnover of the bidder shall be more than INR 10 Crores per annum for any of last 5 years (i.e., FY, 20-21, 21-22, 22-23, 23-24, 24-25).	Turnover Certificate from Statutory Auditors. Audited Balance Sheets and Profit and loss statement of last 5 financial years
Bidder's organization chart including the competency details for complete work as per the Scope of Work mentioned in this Tender Document	

10. EVALUATION OF THE BID

The Bids shall be evaluated based on the following criteria:

- Technical and Financial strength for rendering Services under the Contract
- Bidder's price proposal.

TSPL reserves the right to award contract to party other than L-1 in the interest of uninterrupted plant operations and supplying continuous power to PSPCL.

11. REVERSE AUCTION

TSPL shall conduct reverse auction post price bid opening on pre-specified date and time for duration as deemed fit by TSPL. The lowest price in Rs. /MT. discovered during close bidding shall be the opening price (Start Price for Reverse bidding). After Completion of online Reverse Auction, the Closing Price (CP) shall be considered as L1 rate for further processing including negotiations with the L1 bidder, if desired by TSPL.

The bidders are advised not to wait till the last moment to enter their bid so as to avoid complications related to Internet connectivity, network problems, system crash down, power failure etc. No request for extension in time period of reverse auction due to any

of the above reasons shall be entertained by TSPL and no claim of any bidder in this respect shall be accepted.

12.NEGOTIATIONS AND AWARD OF CONTRACT

TSPL reserves the right to negotiate the Bid Price to further lower the Cost.

13.BID VALIDITY

The Bids submitted should be valid for a period of 180 days from the last date of opening of Bids.

14.CONTRACTORS PERFORMANCE EVALUATION

Contractors Performance shall be evaluated periodically by TSPL through a Contractor Performance score card as specified hereunder. The Performance of the contractor shall be evaluated based on a scale of 0-100 score range subjected to criteria as laid down by TSPL. Evaluation of the performance of the contractor under this contract shall be at the discretion of TSPL and will be final and binding to the contractor. Any score below 50 shall be treated as non-performance on the part of contractor and TSPL shall have the unqualified right to immediately terminate the Agreement without any entitlement to the Contractor any amounts including but not limited to compensation or damages as a result of such termination. In addition, such Contractor shall be liable for any damages or losses to the Company as a result of such non-performance by the Contractor.

CONTRACTORS PERFORMANCE SCORE CARD										
BP Performance Score Card	Audit month									
BP Name:	Work area	AMM SERIVCES AT BCCL and CCL								
Parameters	Rating Procedure									
	Rating criteria	UO M	Rati ng	Fre q	Max Fig	Sco re	Out of 100	Weigh tage	Final Score	Perce ntage
Output KPIs										

Coordination with Coal Subsidiaries	EIC report on Coordination			1	15		0%	15.00		0%
Quality Delivered at TSPL	As per tender specifications	Kcal/kg		1	20		0%	25.00		0%
Transit Loss	< 0	%		1	20		0%	25.00		0%
Materialization	> 80%			1	25		0%	15.00		0%
Deviations, Ethics and non-compliances	As per Tender Document			1	10		0%	10.00		0%
Documentation & Communication	As per Tender Document			1	5		0%	5.00		0%
Safety	As per Tender Document			1	5		0%	5.00		0%
GRAND TOTAL								100.00	0.0	0%

VOLUME II: CONDITIONS OF CONTRACT

1. DEFINITIONS & INTERPRETATION

1.1. Definitions

Capitalized terms, not defined elsewhere in this Agreement, shall have the meanings set forth hereinbelow:

- 1.1.1 “Affected Party” means a Party affected by a Force Majeure Event.
- 1.1.2 “Affiliate” means an entity which directly or indirectly either Controls or is Controlled by a Party or is directly or indirectly under common Control with a Party.
- 1.1.3 “Agreement/Contract” means this Agreement together with any and all annexures, appendices, schedules, addendums and amendments issued hereunder for availing the Services under this Agreement and which shall include the specific requirements with respect to the scope of work or description of Services, applicable rates, charges, fees, and delivery specifications.
- 1.1.4 “Applicable Law” means any or all laws, promulgated or brought into force and effect by any Governmental Authority, including all notifications, orders, guidelines, regulations, clarifications and any rules and/or amendments made or issued thereunder, and judgments, decrees, injunctions, writs, and orders of any court of record, as may be in force and effect from time to time.
- 1.1.5 “Bidder” means the party who submits its Bid.
- 1.1.6 “Bidding Document/ Bid Document” includes all the documents listed in Clause 3 of Volume I
- 1.1.7 “Business Day” means a day which is not a Saturday, Sunday, or legal holiday in the jurisdiction in which each of the Parties’ principal office, as written first above, is situated.
- 1.1.8 “Confidential Information” means the terms of this Agreement, including the existence of this Agreement, and includes all non-public information, technical, financial data, customer, sales information, personal information, trade secrets, Intellectual Property Rights’ information, personal information, methods of processing, system designs and information pertaining to business, products, services and/or activities of a Party and/or its Affiliates, disclosed or made available to the other Party or its Representatives in relation to the Agreement, whether directly or indirectly, orally or in writing, or obtained during inspection in electronic, tangible, intangible or in any other form, whether or not marked as “proprietary” or “confidential”, or can be reasonably understood, as

being confidential, from the circumstances of disclosure, and any other information derived from the same. Confidential Information does not include information (i) known to a Party at the time of disclosure or rightfully obtained on a non-confidential basis from a third party; (ii) that is, or hereafter becomes, (through no act or failure to act on the part of the Recipient), generally known in the public; (iii) independently developed by a Recipient without reliance on the Confidential Information; or (iv) that is permitted for disclosure by the disclosing Party in writing, in each case as shown by contemporaneous documentary evidence.

- 1.1.9 “Contractor/ Successful Bidder” shall mean Party selected to perform the Work under the Scope of Work in this Bidding Document.
- 1.1.10 “Contractor’s Personnel” or “Personnel” means all personnel provided by the Contractor in connection with the performance of this Agreement, including, without limitation, those referred to in the Scope of Work.
- 1.1.11 “Control” means the power to direct or cause the direction of an entity’s management and policies through, direct or indirect, ownership or control of at least 50% (fifty percent) of its voting securities or ownership interest.
- 1.1.12 “Data” means all reports, studies, designs, data and other information and materials as may be prepared, created or developed by the Contractor Group in the course of provision of Services and/or as a result of the Services or in accordance with this Contract;
- 1.1.13 “Defects” means Services which do not meet the agreed specification or are otherwise substandard as per the Trade Usage; and the term “Defective” shall be construed accordingly.
- 1.1.14 “Discloser” means as prescribed under clause 9.5 of this Agreement.
- 1.1.15 “Dispute” means as prescribed to it under clause 20.1 of this Agreement.
- 1.1.16 “Effective Date” means the date of signing of this Contract.
- 1.1.17 “Force Majeure Event” means any natural calamity, unforeseen accidents like fire, explosion etc., any event beyond the reasonable control of a party, strikes, war, terrorist acts, riots, pandemics, epidemics, quarantines, lock-downs, embargoes which has a material or adverse effect on the performance by that Party of its obligations under or pursuant to this Agreement, or acts of a

governmental authority including orders passed by any judicial or quasi-judicial authorities rendering the performance of obligations contained in this Agreement in violation of law.

1.1.18 “Governmental Authority” means any nation or government, any state, province, territory or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including without limitation any entity, body or forum having legal jurisdiction over the activity or Party in question under this Agreement.

1.1.19 “Intellectual Property Rights” or “IPR” means all rights and interests in intellectual property, including patents, trade secrets (including know-how), proprietary information and knowledge, trademarks, design rights, copyrights, trade dress, domain names, logos, color combinations, slogans, moral rights, right of publicity, author’s rights, design flows, process diagrams, methodologies and all other similar rights in any part of the world, whether registered or not, including without limitation the right to file, hold and renew applications and registrations for each of the foregoing.

1.1.20 “Losses” means and includes all losses, liabilities, obligations, claims, demands, awards, fines, penalties, fees, expenses, shortfall, damages, settlement amounts, legal and quasi-legal proceedings’ costs, as well as out-of-pocket expenses including reasonable attorneys’ and accountants’ fees and disbursements in relation to this Agreement.

1.1.21 “MT/Ton/Tonne” means Metric Tonne which is equivalent to 1000 Kg

1.1.22 “Price/Fee” means the prices and/or rates payable by Company with respect to the Services as specified in this Agreement.

1.1.23 “Purchase Order” means the order issued by TSPL to Contractor for availing the services under this Agreement, and which shall include the specific requirements with respect to the scope of work or description of Services, applicable rates, charges, fees, and delivery specifications.

1.1.24 “Quarter” implies a continuous period of 90 days reckoned from the day one shall be treated as one Quarter and subsequent period of 90 days after completion of previous Quarter shall be treated as following Quarter.

1.1.25 “Recipient” means as prescribed under clause 9.5 of this Agreement.

- 1.1.26 “Representative” means a Party’s officers, directors, employees, agents, consultants, advisors, attorneys or any Affiliates or such Affiliate’s officers, directors, employees, agents, consultants or advisors or any person identified as such in this Agreement or such other person(s) notified by the Parties in writing to each other from time to time.
- 1.1.27 “Services” means the services being provided under this Agreement and the details of which are set out hereunder.
- 1.1.28 “Site” means the location where Company wishes for Contractor to provide the Services.
- 1.1.29 “Specification” includes but is not limited to assays whether typical or otherwise or the scope or technical parameters of the Services set out and/or attached with this Agreement.
- 1.1.30 “Term” means as prescribed under clause 5 of this Agreement.
- 1.1.31 “Trade Usage” means 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 the course of commercial dealing between the Parties to this Agreement.
- 1.1.32 “Variation Order” means as prescribed under clause 8 of this Agreement.
- 1.1.33 “BCCL” means Bharat Coking Coal Limited
- 1.1.34 “CCL” means Central Coalfields Limited

1.2. Interpretation

- 1.2.1 Headings are for convenience only and shall not govern or affect the interpretation of the Agreement.
- 1.2.2 Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice-versa.
- 1.2.3 Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any subordinate legislation made under it.

- 1.2.4 References to persons include companies, corporations, partnerships, associations, and other organizations whether or not having separate legal personality.
- 1.2.5 Except where otherwise indicated, reference to clauses, sub-clauses, recitals schedules and annexures shall be to the clauses, sub-clauses, recitals, schedules and annexures of this Agreement.
- 1.2.6 “including” means “including without limitation”.
- 1.2.7 The doctrine of contra proferentem shall not apply to this Agreement.
- 1.2.8 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, then that act, matter or thing shall be done on the preceding Business Day;
- 1.2.9 All notices and formal communications required to be sent under this Agreement would have to be done so in writing, whether or not specified as such.

2. SUPPLY OF SERVICE AND PAYMENT

- 2.1 The Parties have agreed to enter into this Agreement, whereby Contractor has agreed to provide, and Company has agreed to avail the Services, at such locations and for such periods as may be agreed by the Parties, subject to the terms and conditions of this Agreement.
- 2.2 The Contractor shall provide the Services with all due skill, care and diligence in a safe, competent and timely manner and in accordance with the Specification and other terms of this Agreement, as may be applicable. In performance of this Agreement the Contractor shall at all times comply with the Applicable Law.
- 2.3 Payment of the Price to the Contractor shall be made in the manner and currency specified in this Agreement. The Price represents the full and complete payment that shall be made to the Contractor for all the matters and things necessary for the performance and completion of all of its obligations under this Agreement.
- 2.4 Each invoice shall make specific reference to this Agreement number and shall be accompanied by all relevant supporting documents and should be in a form acceptable to the Company.

- 2.5 The Company shall make payments to the Contractor of the amounts mentioned in each invoice, to the extent it is not disputed by the Company, within 45 Business Days from receipt of the invoice, unless Parties mutually decide otherwise. In case of Dispute, the Company shall withhold payment of disputed amounts till such time that the matter is resolved by the Parties in accordance with the terms of this Agreement pertaining to resolution of Disputes (as per clause 20) and the undisputed amount shall be paid in accordance with the terms of this clause. In case of a disputed invoice, the Company shall notify Contractor specifying the disputed elements of the invoice and Contractor shall forthwith withdraw the disputed invoice and submit an amended invoice for the undisputed amount. The Parties agree that no interest shall accrue on any invoice until the settlement of the disputed amounts.
- 2.6 The Contractor shall not suspend its performance of services under this Agreement, during pendency of any dispute relating to the payment of invoice.
- 2.7 Company shall have a right to set-off and/or adjust: (a) any payment due to the Contractor against any amount due and/or payable to the Company or the Company's Affiliates by the Contractor; or (b) any payment due from the Contractor against any amount due and/or payable to the Contractor from the Company or the Company's Affiliates.

2.8 For Payment : Each invoice shall:

- (a) be in duplicate;
- (b) bear the Contract Number stated on the cover sheet to the Contract;
- (c) state the name, e-mail address, mobile telephone number of TSPL's Representative; and
- (d) be accompanied by supporting evidence and itemized in accordance with TSPL's requirements.

Invoices to TSPL shall be sent to the address set out in the Contract. Contractor must ensure that all invoices for services performed or goods delivered are submitted to TSPL within 90 days. Specifically, the Contractor shall submit the following information/ documents to TSPL unless specifically exempted by TSPL representative in writing:

- (i) Latest tax residency certificate of the Contractor as issued by the tax / revenue authorities of Contractor's country of residence, stating specifically that the Contractor is tax resident of country as mentioned in such tax residence certificate.
- (ii) Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,

- (iii) Copy of registration certificates under applicable Indian tax/other laws including but not limited to GST, Excise, import export code etc., as applicable.
- (iv) Copy of the withholding tax certificate issued by Indian tax authorities, enabling TSPL to make payments to the Contractor after deduction of such taxes as per prescribed rate in the withholding tax certificate.

2.9 Bank Guarantee: Performance Bank Guarantee

- 2.9.1 The terms, conditions, and amounts of the Performance Bank Guarantee, which the Contractor shall comply with prior to the execution of the Agreement shall be determined as per the format provided by the Company.
- 2.9.2 The provisions of this clause shall be applicable in case any advance payment has been made to Supplier.
- 2.9.3 Contractor shall furnish an irrevocable performance bank guarantee of value as may have been agreed mutually between the parties, from a bank acceptable to TSPL and in the form and manner provided and approved by TSPL.
- 2.9.4 The Performance Bank Guarantee shall be valid for such period as agreed between the parties under the Contract.
- 2.9.5 In case of any extension of the Term, the Contractor shall renew the Performance Bank Guarantee as agreed ten (10) days prior to the expiry date of the Performance Bank Guarantee, failing which the TSPL shall have the right to immediately draw down full Performance Bank Guarantee as agreed amount and shall reserve the right to retain such amounts till such time the Contractor provides a replacement Performance Bank Guarantee as agreed for the equivalent amount.
- 2.9.6 Contractor shall renew the Performance Bank Guarantee as agreed a or otherwise submit an additional Performance Bank Guarantee , as duly required by TSPL, on account of any upward revision to the advance payment, pursuant to a variation or amendment to the Agreement, at least 5 (five) Business Days before TSPL is required to pay any additional advance payment.
- 2.9.7 Failure to Furnish, Renew, or Maintain Guarantees:
If the Contractor fails to furnish, renew, or maintain the Performance Bank Guarantee as per the agreed terms of the Agreement:
 - i. Such failure would constitute a material breach/default of the Agreement solely attributable to the Contractor.
 - ii. The TSPL shall have the right to invoke the respective guarantee(s) without any notice to the Contractor.
 - iii. The TSPL may withhold or recover amounts due under the Contract until the required guarantee is furnished.

- iv. The TSPL may terminate the Agreement forthwith, without prejudice to any other rights or remedies available.

2.9.8 In addition to the right contained in the preceding clauses, TSPL shall further have an unqualified right under the Agreement to draw on the Performance Bank Guarantee as agreed above in the following situations:

- i. failure by the Contractor to deliver the services in accordance with terms and conditions of the Agreement; or
- ii. Any inadequate adjustment of the advance payment; or
- iii. failure by Contractor to duly perform any of its obligations under this Agreement; or
- iv. any valid claim made by the TSPL, accruing due to any act or omission of the Contractor and upon failure of the Contractor to pay such a claim upon such demand.

2.9.9 The Contractor shall bear all the costs of execution, prolongation, renewal, and issuance of the Performance Bank Guarantee.

3. TAXES AND IMPORT OBLIGATIONS

Except as may be expressly set out in this Agreement:

- 3.1 The Price shall be inclusive of all applicable taxes.
- 3.2 The Contractor shall be responsible for the payment of all taxes now or hereafter levied or imposed on the Contractor or its subcontractors or on the personnel of the Contractor or its sub-contractors by any Government Authority as a result of the performance of this Agreement.
- 3.3 The TSPL shall, at the time of its payments due to Contractor, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that Contractor shall produce to TSPL any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Agreement for a prescribed period without deduction of any tax or deduction at a lower rate. In the event there is a delay by the Contractor in fulfilment of its obligations, which results in a higher rate of incidence of tax on any part of the Services, then such higher rate of tax will be solely to the Contractor's account, and the TSPL will not be liable to bear such increased tax rates or incidence.

4 DELIVERY TERMS

- 4.1 Delivery Of Services
 - 4.1.1 Contractor shall deliver the Services to TSPL in accordance with the delivery schedule provided under this Agreement.
 - 4.1.2 Services are critical to the TSPL's business and time is of the essence with regard to each of Contractor's obligation hereunder.

- 4.1.3 Contractor shall render and make available the Services at TSPL's designated Site specified in this Agreement.
- 4.1.4 Time shall be of the essence of this Agreement and performance of this Agreement in accordance with any time or schedule specified in this Agreement is important. TSPL reserves the right to terminate this Agreement, without penalty or liability attaching to the TSPL, if delivery of the Services is not made by the date and the time period as specified in this Agreement. No change in the scheduled delivery date is permitted without TSPL's express written consent. TSPL reserves the right to reject Services in case it is not in accordance with the delivery schedule provided under this Agreement, unless otherwise specifically waived-off in writing by an authorized Representative from the TSPL's commercial department. Any acceptance delay in performance of Services will not waive TSPL's right of remedies with respect to delay nor shall it be deemed a waiver of future compliance with the terms hereof.

4.2 Default In Delivery and Performance

- 4.2.1 If Contractor fails to deliver the Services or any part thereof in accordance with the time for delivery schedule under this Agreement, the TSPL 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 following remedies:
 - (i) refuse to accept any or all deliveries, of the Services, which Contractor attempts to make, in each case without any liability to the TSPL;
 - (ii) procure Services from another vendor, at Contractor's risk, cost and expense.
 - (iii) instruct Contractor to suspend performance of its obligations under this Agreement with immediate effect and to take such steps as TSPL may direct in order to remedy the breach and make good the Losses to the TSPL at Contractor's expense; or
 - (iv) invoke the Performance Bank Guarantee and withhold any payment to be made to the Contractor under any other agreement or purchase order that the TSPL may have executed with the Contractor.
- 4.2.2 Contractor shall pay damages to TSPL for Contractor's default. These damages shall be the relevant sum and/or rate stated in this Agreement, which shall be paid for every day/week which shall elapse between the relevant time for delivery and the date on which the Service is delivered.
- 4.2.3 The above-mentioned remedies shall not relieve Contractor from its obligations or responsibilities which Contractor may have under the Agreement.

4.3 Substituted Performance

Without prejudice to any other rights of the TSPL under this Agreement, at law or equity, if the Contractor fails to perform its obligations as per the provisions of this Agreement, the TSPL may procure the Services from third party sources at the risk and costs of the Contractor.

5 TERM

- 5.1 This Agreement shall be valid for a period of 12 months from the date of signing of this Agreement by both the TSPL and the Contractor ("Term").
- 5.2 This Agreement shall remain valid for the Term, unless terminated earlier by the Parties, as per the terms and conditions mentioned herein. Parties shall not be required to provide any communication or information to denote the expiry/termination of the Agreement at the end of the Term.
- 5.3 The Term of this Agreement may be further extended for a period, mutually and expressly agreed to by the Parties in writing, no less than [30 (thirty) days] prior to the expiry of the Term.

6 OBLIGATIONS & PERFORMANCE

- 6.1 The Contractor represents, warrants and guarantees that:
 - 6.1.1 the Services shall conform to the Specifications provided in this Agreement, which the Contractor warrants to be accurate and complete in all material respects and fit for the purpose of the TSPL.
 - 6.1.2 the Services shall comply with all applicable quality standards and/or other standards as per the Applicable Law and Trade Usage.
 - 6.1.3 the Services shall be of the best quality and workmanship and shall be free from fault or Defect (with such tolerances as specifically stated in the Specification or the details set out in this Agreement).
 - 6.1.4 the Contractor is aware of and is deemed to have satisfied itself regarding the TSPL's requirements and confirms that the Services are suitable for such use.
 - 6.1.5 the Contractor has the necessary skill and experience in the Services, in accordance with the Agreement.
 - 6.1.6 the Contractor has the qualification, expertise, competence and resources to safely and satisfactorily carry out its obligations hereunder.
 - 6.1.7 that all Services supplied under this Agreement shall be free of any claim of any nature by any third person or entity, and that Contractor shall convey clear and marketable title to the TSPL in the end product or outcome of the Services.
 - 6.1.8 all statements and representations that the Contractor makes to the TSPL, in relation to the Services including but not limited to any sales literature, constitute warranties, upon which the TSPL may rely on under this Agreement.

- 6.1.9 Upon completion of Services or various milestones as agreed, the Contractor shall share a delivery note which clearly shows, inter alia, this Agreement number, date of ordering, Services provided the outstanding balance remaining to be delivered, if any.
 - 6.1.10 the Services shall be accompanied by all appropriate information, warnings, instructions and documentation, as shall be required for their full use by the TSPL, and the document setting out the information shall be handed over to the TSPL's Representative prior to the delivery of Services.
 - 6.1.11 the Contractor shall comply with and ensure that all its sub-contractors comply with all Applicable Law in connection with the performance of Services under this Agreement.
 - 6.1.12 the Contractor has full right, title and interest in and to all IPR, trade names, trademarks, patents, copyright, service marks, logos symbols and other proprietary marks (including those owned by any of its vendors, affiliates or subcontractors), which it uses for providing the Services and which may be embedded in the Services and provides to TSPL the right to use the same, and further assures to the TSPL that any IPR provided by the Contractor shall not infringe the IPR of any third party.
- 6.2 The Contractor further warrants that it shall at all times and at its own expense:
- 6.2.1 maintain all necessary licenses, approvals, registrations and consents and comply with all Applicable Law in performance of the Agreement.
 - 6.2.2 adopt safe working practices and comply with the provisions of all health and safety laws as per the Applicable Law and the Trade Usage.
 - 6.2.3 shall not endanger the safety of or unlawfully interfere with the convenience of any other person, including employees and/or other contractors of the TSPL while performing the Services.
 - 6.2.4 comply with TSPL's conditions (including but not limited to health and safety conditions, safety management systems, safety cases, hygiene policies and security policies) and Trade Usage.
 - 6.2.5 comply with the provisions of the code of business conduct and ethics as well as the supplier code of conduct and human rights policy of the TSPL.
 - 6.2.6 assist TSPL 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 and documents reasonably requested by TSPL to verify compliance with this Agreement. Provided that the TSPL shall have no obligation to verify the documents or Services in relation to conforming the compliance with the requirements as set out in this Agreement. However, the TSPL may at any time and at its discretion require the Contractor to

- provide the relevant documents to demonstrate its compliance with the requirements of this Agreement.
- 6.2.7 notify TSPL's Representative promptly as soon as it becomes aware of any breach of laws or issue which arises in relation to the Services (which notification shall not release Contractor from any liability and/or obligations in respect of such breach, hazard or issue). The Contractor shall take all possible steps and/or provide all assistance in this regard to the TSPL's Representative, as the case may be, in order to mitigate the impact of any such issue.
- 6.2.8 notify TSPL's Representative promptly after it becomes aware that Contractor is not or may not be complying with any of its obligations under this Agreement; provided that this shall not relieve Contractor's performance and obligations under the Agreement.
- 6.3 Both the Contractor and TSPL represent and warrant to each other that:
- 6.3.1 it is an entity duly organized, validly existing, and in good standing in the jurisdiction of its incorporation/organization/formation;
- 6.3.2 it has the full right, corporate power and authority to enter into this Agreement, and to perform its obligations as set out herein;
- 6.3.3 its Representative executing this Agreement on its behalf are duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms and conditions set out herein;
- 6.3.4 it is in compliance with all Applicable Laws relevant to this Agreement and the Services and the operation of its business and this Agreement does not and will not violate any law relating to antitrust or constitute anticompetitive behaviour or business practices;
- 6.3.5 no legal proceedings are pending or threatened against it before any court, tribunal or authority which may restrain or enjoin its performance or observance of the terms and conditions of this Agreement, or which may in any other manner question the validity, binding effect or enforceability of this Agreement; and
- 6.3.6 as of the date hereof, it is fully solvent and has met its obligations in the ordinary course of business.
- 6.4 Each representation and warranty contained in this Agreement shall be as of the Effective Date and shall automatically be deemed to be repeated with each delivery of the Services and on each payment made by the TSPL to the Contractor and shall be conclusively presumed to have been relied on by TSPL regardless of any investigation made or information possessed by TSPL. The warranties and representations of the Contractor as set forth herein shall be cumulative and in addition to any and all other warranties and representations which the Contractor shall give, or cause to be given, to the TSPL, either now or hereafter in relation to the Services.

- 6.5 The representations and warranties mentioned herein shall be extended to any re-rendered or replacement Services provided by Contractor including the Services provided as per clause 6.6 below.
- 6.6 Notwithstanding anything contained in this Agreement (including any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by third party or the Party's Representatives (including absence of disapproval) and without prejudice to any other rights which TSPL may have hereunder, it is agreed and understood that in case the Services have any Defects, (including but not limited to "Latent Defects"), then, as soon as the TSPL becomes aware of a Defect in any Services at any time during eighteen (18) months from the date of completion of the Services or twelve (12) months from the date of commencement of use of the final product delivered pursuant to the Services or such longer period as may be mentioned in any other document, whichever is later, the TSPL, shall notify the Contractor and, at the TSPL's election, such Services shall be deemed to be Defective and rejected as of the date of such notice. The Contractor shall, at its own cost and TSPL's option, either re-render or replace any and all Defective Services and the warranty period shall be renewed for the re-rendered or replaced Services from the date of such re-rendering or replacement.

7 NON-CONFORMITY

- 7.1 Without prejudice to any other rights of the TSPL provided under this Agreement and Applicable Law, if the Contractor fails to (a) perform any obligations as set forth in this Agreement in accordance with the timelines stipulated in this Agreement; or (b) supplies any Defective Services; and (c) upon being notified by TSPL of the Defects, fails to rectify such Defects, in supply of the Services, [within fourteen (14) days] of notice of such Defects, then, the TSPL 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:
- 7.1.1 reject the Services (in whole or in part) on the basis that Contractor shall immediately and latest within two (02) days from the date of rejection, pay to TSPL a full refund for the Services so rejected;
 - 7.1.2 give the Contractor the opportunity at Contractor's expense either to remedy any Defect or to re-do Services and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled within a reasonable period specified by TSPL.
 - 7.1.3 refuse to accept any further provision of the Services which the Contractor attempts to make, in each case without any liability to

- TSPL and any such delivery shall be at the risk and cost of the Contractor;
- 7.1.4 have the right to carry out or require a third party to carry out, at the Contractor 's risk and cost, any work necessary to make the Services comply with this Agreement;
 - 7.1.5 claim such damages or penalty or cost as may have been sustained as a consequence of the Contractor 's breach or breaches under this Agreement;
 - 7.1.6 obtain substitute Services from alternate Contractor at Contractor's cost;
 - 7.1.7 opt to use or consume the Services in the event of non-availability of substitute services but without prejudice to its right to claim damages attributable to consequences arising due to off-Specification Services.
- 7.2 In each of the above scenarios, wherever applicable, Contractor shall pay for all incidental costs related to replacement of Services.
- 7.3 Notwithstanding anything to the contrary in this Agreement, there shall be no obligation whatsoever on Company to accept any Services with Defects or sub-standard quality Services, delayed delivery and/or performance of the Agreement. It is expressly agreed by the Parties that acceptance of such Defective or sub-standard quality Services, delayed delivery and/or performance by Company in its sole discretion, shall not prejudice any right of Company to claim damages from the Contractor. In the foregoing, the Company shall determine the amount of damages that shall be leviable upon and/or payable by the Contractor. Any damages so determined by the Company shall be paid by the Contractor within 15 (fifteen) days. The levy of damages and/or acceptance of performance, as above, shall not prejudice any rights of the Company with respect to other terms of this Agreement.

8. SPECIFICATION VARIATION

- 8.1 No alterations, amendments, omissions, additions, acceleration or variations in this Agreement shall be made by the Contractor, including the Scope of Work or Description of Services, and price thereof, except if specifically directed by the Company by way of a written document setting out the specific variations, to be finally issued by the Company to the Contractor ("Variation Order"). In this regard, it is clarified that the Company shall have the full right to make such variations from time to time during the execution of this Agreement and the Contractor shall be bound by the same conditions as far as applicable as if the said variations occurred in the original specification.

- 8.2 In case the suggested variation, in the opinion of the Contractor, prevents the Contractor from fulfilling any of its obligations under this Agreement, the Contractor shall notify to the Engineer In- Charge, TSPL, thereof in writing, and Company shall decide forthwith whether or not the same shall be varied. The difference of rates, if any, occurring by any such variations, shall be added to or deducted from the rate specified under this Agreement, but the Company shall not be liable for the payment of any charges in respect of any such variations unless instructions for the performance of the same have been given in writing by the Company to the Contractor.
- 8.3 Any Variation Order issued, shall be governed by the provisions of this Agreement.
- 8.4 Upon receipt of a Variation Order, the Contractor shall proceed immediately as instructed.

9. INTELLECTUAL PROPERTY & CONFIDENTIALITY OBLIGATIONS

- 9.1 If any Services purchased or provided under the Agreement involves IPR, whether by owned or license to the Contractor (including any vendor of the Contractor) then Contractor hereby grants to Company and user of the Services a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge. The Contractor shall also ensure that for any Services, if there are any IPR in relation to the spare parts of the Services, then the same shall also be licensed without any cost to the Company, to ensure that the Company shall have the right to use such spare parts in relation to the Services.
- 9.2 Company is the sole owner of IPR in anything developed and delivered under this Agreement. Contractor shall provide at Company's reasonable request any documentation necessary to confirm Company's ownership interest in such IPR. Subject to the provisions of clause 9.1 above, Contractor shall retain ownership of any IPR vested in Contractor prior to this Agreement or created by Contractor outside of its performance of this Agreement during the Term of this Agreement.
- 9.3 Contractor shall at all times be responsible for, shall release and shall defend, protect, indemnify, hold harmless and defend Company, its Representatives, and Company's customers, 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 Services supplied by Contractor. If any injunction or judgment in any IPR infringement action is rendered restraining Company's use of the Services, or of any component thereof, Contractor

shall at the option/discretion of the Company, and at Contractor's expense, either

- (i) procure for Company the right to use the Services, or
- (ii) replace or modify the infringing Services so that it no longer infringes without adversely affecting its fitness for the purpose for which it is intended under the Agreement; or
- (iii) in the event (i) and (ii) are not possible, the Contractor, shall at the sole option of the Company and without prejudice to the right of the Company to require specific performance, shall refund the amount of Services in default.

9.4 For the purposes of this clause, IPR includes but is not limited to all vested, contingent and future Intellectual Property Rights.

9.5 Non-disclosure of Confidential Information. Each Party hereto or its Affiliates (each, a "Discloser") may disclose Confidential Information to the other Party or its Affiliates (each, a "Recipient") for the purpose of this Agreement ("Purpose"). The Recipient shall keep all Confidential Information disclosed by the Discloser confidential and not disclose, trade or otherwise divulge the Confidential Information or the fact that Confidential Information has been provided to Recipient by the Discloser to any person without the prior written consent of Discloser. The Recipient may disclose the Confidential Information only to its Representatives on a need-to-know basis, and only if such disclosure is necessary for the Purpose as set out herein. The Recipient agrees that such disclosure to its Representatives shall be subject to: (a) such Representatives being bound by confidentiality and non-disclosure obligations no less restrictive than the terms of this Agreement; and (b) the Recipient being liable for any breach of this Agreement by any of its Representatives. Upon expiration or termination of this Agreement or Discloser's written request, Recipient shall: (a) promptly return to the Discloser all documents, presentations, and other tangible items of Confidential Information or, at the request of the Discloser, certify in writing that all such Confidential Information has been destroyed; (b) delete all electronic records and copies of the Confidential Information. The Recipient must also destroy all Confidential Information that is retained in Recipient's computer backup and shall also use reasonable efforts to delete all electronic copies of Confidential Information under its control. In case the Confidential Information of the Discloser is required to be disclosed by the Recipient under Applicable Law, then the Recipient may disclose the same, subject to the Recipient give prompt and prior notice to Discloser, prior to such disclosure, in order to allow the Discloser an opportunity to seek a protective order or other appropriate remedy to prevent such disclosure. Neither Party shall use or

display the logos, trademarks etc., of the other Party in any advertisement, press release or any other such communications on public platforms, without the prior written consent of the other Party. Either Party shall ensure that no press release, public announcement, or disclosures related to the Purpose or under this MoU, is issued without the prior written consent of the other Party, on any platform including on print or social media, or to any third party.

10 SUSPENSION

- 10.1 Notwithstanding anything contained herein to the contrary, Company shall have the right to: (a) without cause, at any time to require the Contractor to suspend the Services (or part thereof) under this Agreement by giving a 15 (fifteen) days prior written notice to Contractor ; or (b) immediately suspend the Services (or part thereof) under this Agreement upon a breach or apprehended breach by the Contractor of the Company's policies relating to health, safety and environment or any breach of the terms of this Agreement by the Contractor. Parties agree and acknowledge that the issuance of a suspension order under this clause shall not amount to termination of this Agreement.
- 10.2 During the suspension period, the Company shall not be liable to make any payments of whatsoever nature, except the payment already due to the Contractor for Services provided prior to issue of suspension notice.

11 TERMINATION & SURVIVAL

- 11.1 Notwithstanding anything to the contrary contained herein, Company shall have the right to terminate, this Agreement issued hereunder:
- 11.1.1. by giving a 30 days' prior notice to the Contractor, without any cause or reason;
 - 11.1.2. by a written notice, in case of any material breach of any terms of this Agreement by the Contractor, if such contractor has failed to remedy such breach within the 30 days' notice period;
 - 11.1.3. by giving a 30 days' prior notice to the Contractor, if Contractor is unable to carry out its obligations by reason of Force Majeure Events and the Force Majeure continues for a period more than 120 days;
 - 11.1.4. by giving a 24 hours' notice to the Contractor, in case of Contractor's breach of/failure to comply with the Business Ethics and Code Of Conduct clause of this Agreement; or
 - 11.1.5. by giving a 15 days' prior notice to the Contractor, if the Contractor is in breach of the representations and warranties provided to the Company under this Agreement.

11.1.6. with immediate effect, if a contractor ceases, or threatens (in writing) 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;

11.2. Effects of Termination

11.2.1 Upon termination of this Agreement, whether caused due to efflux of time or otherwise, both Parties shall be relieved of their respective rights and obligations under this Agreement, as the case may be, save such obligations and/or liabilities of the Parties set forth herein which:

- (i) the Parties have expressly agreed shall survive any expiration or termination, or
- (ii) by their nature would be intended to survive and remain in effect despite any such expiration or termination.

11.2.2 The modification or termination of this Agreement shall not affect the rights or obligations of either Party under any Agreement accepted by Contractor before the effective date of the modification or termination.

11.2.3 In the event of termination of a specific Purchase Order, the obligation of the Parties under other Purchase Order(s) shall not be affected. In this case, Company's liability and Contractors' exclusive remedy will be limited to payment for Services supplied, in accordance with the terms of the Agreement and the applicable Purchase Order, prior to the termination and shall not include any other cost or expense.

11.3 Survival

Notwithstanding anything contained in this Agreement, clauses 9, 11.2.1, 11.2.3, 11.3, 14, 15, 20, 21, and 22.8 shall survive any termination of the Agreement and shall remain in full force and effect after such date.

12. ASSIGNMENT

12.1 Each Party agrees that it shall not assign, transfer, or otherwise convey or delegate any of its rights or obligations under this Agreement or any part hereof, to any third party, without the prior written consent of the other Party, with the exception of a successor in a merger, acquisition, or corporate reorganization of the assigning Party.

12.2 Notwithstanding the foregoing (a) the Company reserves the right to assign this Agreement (in whole or in part), and all rights and obligations

to any of its Affiliate; and (b) Company shall have the right to freely assign this Agreement, upon written notice to the Contractor and such assignment shall not require any consent from the Contractor.

13. CONTRACTOR'S PERSONNEL

13.1 General

- 13.1.1 The Contractor shall, at its expense, provide and keep available for the Services, the Contractor's Personnel.
- 13.1.2 The Contractor shall ensure that the Contractor's Personnel shall be: (a) sufficient in number; (b) are experienced and qualified for the Services that they are required to carry out hereunder; and (c) will be suitably qualified and medically fit and certified, if necessary, to perform the tasks required to complete the Services.
- 13.1.3 In case any member of the Contractor's Personnel is expected, in the Company's sole opinion, to make significant technical contribution to the Services, the Contractor shall submit full particulars, in the form of a resume, of the qualifications and experience of such member to the Company prior to such member of the Contractor's Personnel starting any part of the Services. No such member may start any part of the Services unless the Company's written approval has been given. The Contractor shall submit resumes of any other member of the Contractor's Personnel assigned to the Services on written request by the Company.
- 13.1.4 The Company reserves the right to reject any member of the Contractor's Personnel, any time after the commencement of Services and replace, or procure the replacement of, such person with another person suitably qualified and acceptable to the Company. The Contractor shall bear the costs of any such removal and replacement.

14. INDEMNITY

- 14.1. The Contractor ("Indemnifying Party") shall indemnify, defend, and at all times hold harmless the Company and its officers, directors, employees, agents, and Affiliates ("Indemnified Party") from and against any and all Losses arising out of and in connection with the Indemnifying Party's breach of the terms of this Agreement. Indemnity under this clause shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Indemnified Party may be entitled to.
- 14.2. Company shall have the right to retain / withhold, set-off any payment to be made to the Contractor, an amount sufficient to indemnify it completely against any such claims or Losses.

15. LIMITATION OF LIABILITY

In no event shall either Party or its officers, directors, employees, or Affiliates be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages, regardless of whether if such Party had been advised of the possibility of such damages and except for fraud, negligence, misrepresentation, misconduct, death or bodily injury and the Company's aggregate liability under all claims arising in connection to this Agreement, shall not exceed the total consideration paid under the Agreement.

16. MOST FAVOURED CUSTOMER TREATMENT AND PRICING

16.1 During the Term, Contractor will offer its Services to Company at most favoured customer treatment and pricing. The most favoured customer pricing shall be reasonably determined by the Contractor by reference to recent (last 6 (six) months) sales arrangements with customers, resellers or project developers, as applicable, taking into account purchase volumes, regional market conditions, the geographic location of the projects, and the relative size and technology to be used.

16.2 Contractor agrees that no other customer of similar services and scope is receiving or will receive prices, discounts, performance or terms better than those which are given to Company. Should Contractor enter into an arrangement with a third party to provide substantially the same services on terms which in their totality are more favourable to the third party than the terms specified in this Agreement, then Company shall have the right to convert the relevant terms in this Agreement to match all of the more favourable terms provided to the third party.

16.3 Any price charged to Company in excess of prices offered by Contractor to any third party for similar Services, will promptly be refunded or credited to Company, and would be subject to the set-off rights of the Company contained in this Agreement.

16.4 If Contractor does not provide such favourable terms or price to the Company, it shall be in breach of this Agreement and the Company shall have the right to terminate this Agreement without any additional cost or expense.

17. CHANGE 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 Contractor'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 Contractor 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 Contractor's final invoice under this Agreement) but not later than 07 (seven) 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 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non- Indian Taxes.

18. SPLITTING OF WORK

18.1 The Company reserves the right to split up the work in the Scope of this Contract among more than one Contractors during the progress of work due to unsatisfactory progress of work of the Contractor or other reasons at the price matching with L1 Price. The Company will not entertain any claim from any Contractor as a result of such splitting up.

18.2 The Company also reserves the rights to exclude/include any item of work from the Scope of Contract during the progress of work due to any reason whatsoever. The Engineer-in-charge reserves the right to inject labor, T&P & materials at the Contractor's cost at any stage of work in the interest of timely work completion, if the progress is not commensurate with the committed schedule and the Contractor will not have any right to object.

19. FORCE MAJEURE

19.1. The Party which is not able to perform its obligations under this Agreement ("Affected Party") due to a Force Majeure Event, shall notify the other Party, promptly of the occurrence of the Force Majeure Event. The Affected Party shall undertake reasonable endeavours, to mitigate and minimize the effect of the Force Majeure Event.

19.2. The Force Majeure Event, shall have the effect of either extending and/or excusing performance of the Affected Party, for the said duration, except for any liability for payment of amounts due and payable under the Agreement and neither Party shall be, liable for any delay, or deemed to be in breach of this Agreement, if its failure to perform its obligations hereunder results from a Force Majeure Event.

19.3. If any Force Majeure Event continues for more than 120 (one hundred and twenty) days, the Company may at its sole discretion decide to terminate this Agreement as per clause 11.1.3.

19.4. Force Majeure Exclusions: Force Majeure Event will expressly not include the following conditions:

19.4.1 unavailability, late delivery or changes in cost of Services;

- 19.4.2 failure, delay or increase in the cost of performance by any sub-contractor;
- 19.4.3 seasonal weather conditions, or breakdowns in equipment;
- 19.4.4 any labour unrest, strikes or civil unrest or any other event of the like nature caused by the Contractor's Personnel (which includes its sub-contractors and its personnel);
- 19.4.5 economic hardship in the performance of any obligation set out in the Agreement or the Agreement becoming onerous to perform; and
- 19.4.6 non-performance caused by, or connected with, the Affected Party's negligent or intentional acts, errors or omissions; failure to comply with Applicable Laws; or breach, or default under this Agreement.

20. DISPUTE RESOLUTION

- 20.1 Any claim, dispute or differences arising out of or relating to this Agreement including, inter alia, meaning, scope, operation or effect of this Agreement or the breach, termination, validity hereof ("Dispute") shall be amicably settled by the Parties through negotiation, which will be undertaken by their respective authorized Representatives, who shall not be below the rank of a 'head of department'.
- 20.2 If the Dispute is not conclusively settled within a period of 21 (twenty-one) days from the date of commencement of negotiations or any other period mutually agreed, the Dispute shall be exclusively and finally resolved by arbitration conducted by a arbitral tribunal comprising of a tribunal of three arbitrators in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996 ("Arbitration Act") as amended from time to time and in force as on the date of commencement of the arbitration proceeding.
- 20.3 The arbitration shall be conducted by a tribunal comprising of 3 (three) arbitrators. Each Party shall appoint 1 (one) arbitrator each and the 2 (two) arbitrators so appointed shall mutually appoint the third presiding arbitrator. The seat and venue of arbitration shall be New Delhi. The courts of New Delhi shall have exclusive jurisdiction in connection with any Disputes arising out of or in connection with this Arbitration Agreement. The governing law of this arbitration agreement shall be Indian law. If the Parties fail to appoint their respective arbitrator within 15 (fifteen) days from the date of invoking arbitration under this clause, then the appointment shall be made in accordance with the relevant provisions of the Arbitration Act.
- 20.4 The language of the negotiation and arbitration proceedings shall be English.

- 20.5 The award made in pursuance of this clause shall be final and binding on the Parties.
- 20.6 Each Party shall bear its own costs, expenses, fees and other charges with respect to the arbitration unless otherwise determined by the arbitral tribunal. The cost of arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the arbitral tribunal.
- 20.7 For the avoidance of doubt, it is hereby clarified that any negotiation or arbitration proceedings hereunder shall also be subject to the confidentiality and non-disclosure provisions contained herein.
- 20.8 Notwithstanding anything contained herein to the contrary it is clarified that the Services under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by the Company.

21. GOVERNING LAW

This Agreement shall be governed, construed, interpreted, and enforced in accordance with the laws of India without regard to conflict of laws principles. Subject to the Arbitration clause, the parties submit to the exclusive jurisdiction of the courts of Mansa, Punjab and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

22. MISCELLANEOUS

22.1 Audit and Investigation

22.1.1 In the event of a suspected default or to confirm a breach or unethical act by the Contractor, during the Term and for a period of three (3) years after the completion of the Term, the Contractor agrees that its books and records shall be subject to audit. The Company's auditors shall have access to all books and records for the purposes of auditing and verifying any default or breach in accordance with the Agreement.

22.1.2 In addition, if Company has a reasonable basis to believe that Contractor has taken or failed to take any action that may subject Company or its Affiliates to liability under any laws including the anti-corruption laws, Contractor agrees that Company shall have the right (but not the obligation) upon written notice to the Contractor, to conduct an investigation of Contractor to determine to Company's reasonable satisfaction whether any actions or failures to act on behalf of Contractor may subject Company to such liability.

22.1.3 The Contractor shall provide all the access and assistance to the Company's Representative including the Company's auditors at the cost of the Company to undertake the audit as set out above.

22.2. Severability

If any provision of this Agreement is held by a court or arbitral tribunal of competent jurisdiction or under any Applicable Law to be illegal, invalid, or unenforceable, it shall be deemed to be severed from this Agreement and the Parties shall use all reasonable efforts to replace such provision with one which reflects the original intent of the ineffective provision, so that the economic position of the Parties is maintained as if the offending provision was valid. The remaining Agreement will remain valid and enforceable to the fullest extent possible.

22.3. Waiver

No delay or omission by either Party to exercise any right or remedy provided by Applicable Law or under this Agreement, shall impair any such right or remedy or be construed as a waiver thereof. A single or partial exercise of a right or remedy provided by this Agreement or under Applicable Law shall not preclude any other nor restrict any further exercise of such right or remedy. No waiver of any provision or right under this Agreement shall be effective, unless provided in writing. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given.

22.4. Relationship of the Parties

This Agreement is on a principal-to-principal basis. Both Parties shall at all times remain as independent contractors. Nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or employer-employee relationship between the Parties or any of their directors, officers, or employees. Neither Party has the authority to bind, contract, make commitments of any kind or incur any obligations or liabilities on behalf of the other Party. Each Party is responsible for the supervision, management, direction, employment, costs, and payment of compensation of its own employees. Under no circumstances shall Company be considered the employer of any Contractor's Personnel, nor shall Contractor have any right with respect to any employee of Company.

22.5. Data Privacy

The parties shall ensure that all applicable data privacy and security obligations as prescribed by any law in India shall be strictly adhered to by both parties while handling any information including all obligations as per the Digital Personal Data Protection Act, 2023, Information Technology Act, 2002 and any rules thereof.

22.6. Entire Agreement and Amendments

This Agreement comprises the complete and exclusive agreement between the Parties concerning the Confidential Information and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective

Date. The terms and conditions set forth in this Agreement shall extend to each Variation Order issued under this Agreement. Any variation or amendment of this Agreement will only be valid, if made in writing and duly signed by the authorised Representatives of the Parties.

22.7. Counterparts

This Agreement may be executed in any number of counterparts, whether in paper, facsimile or electronic form, each of which will be deemed an original of this Agreement, and which together will constitute one and the same instrument.

22.8. Notices

All notices, demands and requests under this Agreement shall be in writing, in English language and signed by or on behalf of the Party giving it. A notice may be delivered personally or sent by registered post, electronic mail, or a reputed national or international courier, to the address provided in this clause and marked for the attention of the person specified in this clause. A notice shall be deemed to have been received: (a) at the time of delivery, if delivered personally; (b) upon receipt of a valid delivery receipt from the intended recipient, if sent by electronic mail (with delivery receipt requested); (c) 2 (two) Business Days after dispatch, if sent within India, by courier, by the Party through a overnight delivery service; (d) five (5) Business Days, if sent internationally, after the time and date of posting, if sent by international courier; or (e) 7 (seven) Business Days after posting, if sent by registered mail (with certified mail receipt requested). A Party shall notify the other Party of any change to its details as set out in this clause, in accordance with the provisions of this clause. The addresses for service of notice are:

Company _____

Attn: _____

Address: _____

E mail: _____

Copy to: Head Legal

Email: < Notice.Tspl@vedanta.co.in>

Contractor

Attn: _____

Address: _____

E mail: _____

23. BUSINESS ETHICS AND CODE OF CONDUCT

23.1 The Contractor confirms having read and understood the Code of Business Conduct & Ethics as well as Contractor Code of Conduct of Vedanta and the Company, a copy of which has been provided to the Contractor, and receipt of which is acknowledged hereby, and is also available at <https://www.tsplindia.co/wp-content/uploads/2023/11/Supplier-Code-of->

[Conduct.pdf](#) and which inter alia includes: (i) measures for prevention of corrupt practices, unfair means and illegal activities including compliance of Prevention of Corruption Act, 1988 and all other applicable anti-bribery and anti-corruption laws and regulations of India, Foreign Corrupt Practices Act, 1977 of USA and UK Bribery Act, 2010; (ii) adherence to the insider trading prohibition laws and regulations of all jurisdictions where securities of the Company or its Affiliates may be listed including but not limited to SEBI (Prohibition of Insider Trading) Regulations, 2015, which inter alia prohibits the Contractor and its employees and associates from trading in the securities of the Company based on any 'Unpublished Price Sensitive Information'; (iii) the provisions for prevention of harassment and unfair treatment of persons, including provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, The Modern Slavery Act, 2005 (of UK) and the Company's Human Right Policy (a copy of which is available at <https://www.tsplindia.co/wp-content/uploads/2019/04/Human-Rights-Policy.pdf>). The Contractor confirms having read the relevant regulations stated above and policies of the Company at the time of entering into this Agreement and undertakes to abide by the terms thereof to the fullest extent at all times and that it has formulated appropriate policies to ensure compliance with the same.

- 23.2 If at any time prior, during or post execution or performance of this Agreement, Contractor is faced with any undue demand, request for gratification or favour from any employee of the Company or a person connected with such employee, then the Contractor must report the same immediately to the Company.
- 23.3 The Contractor hereby declares and confirms that it does not have any conflict of interest with the Company, including any relationship or financial interest of any nature whatsoever, with the employees, managers, Contractors, vendors, or stakeholders of the Company. In case conflict of interest arises during the course of this Agreement, it should be immediately informed to the Company.
- 23.4 The Contractor undertakes that it shall not directly or indirectly, engage in any monetary or commercial transaction with any employee or Representative of the Company or offer or promise to give (directly or indirectly) any bribe, commission, or inducement to any of the employees, agents or Representatives, to influence them to perform any act or omission in relation to this Agreement. In case the Contractor comes to know of any such practice, it should be immediately informed to the Company.
- 23.5 In the event Company believes that the Contractor or the Affiliates, including the respective employees or Representatives of the Contractor is engaged in corrupt practices or is acting in contravention of the aforesaid

provisions defined in this clause, Company shall have the right to take appropriate action, which may include the immediate termination of this Agreement in accordance with clause 11 (Termination).

23.6 The Contractor shall maintain detailed reports recording its compliance with all the Acts, Rules, and other requirements mentioned under this clause, and shall be required to produce the same on demand of the Company and the Company may conduct audit of the same from time to time.

23.7 Prohibition of Insider Trading:

23.7.1 The Contractor acknowledges that during its engagement with the Company, it may have access to some unpublished price sensitive information of the Company, or some of the Confidential Information may qualify as unpublished price sensitive information that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by the Company. The Contractor undertakes that neither the Contractor nor its Authorized Representatives, shall, with respect to the Company's unpublished price sensitive information indulge in any insider trading activities and shall comply with the Applicable Laws, including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time ("SEBI Insider Trading Regulations"). Without limiting the generality of the above, the Contractor hereby agrees that, if the Contractor is exposed to any unpublished price sensitive information, the Contractor shall not trade or deal in the Company's securities, or cause any other person to deal in, trade in any securities, in contravention of the SEBI Insider Trading Regulations. The Contractor shall not give trading advice of any kind about the Company or disclose any material, non-public information to anyone else who might then trade; or recommend to anyone that they purchase, sell or deal in the Company's securities.

23.7.2 Without prejudice to the generality of Clause 23.7.1 above, the Contractor undertakes that the Company's unpublished price sensitive information

- (i) shall be used solely for the purpose for which it is being disclosed;
- (ii) shall be preserved and the secrecy of such information shall be maintained;
- (iii) shall not be disclosed to any unauthorized third party;
- (iv) shall be kept securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by deploying means similar to those being used to secure their own confidential information.

23.7.3 Contractor undertakes to notify the Company immediately upon becoming aware that any of the Company's unpublished price sensitive information has been disclosed to or obtained by an unauthorized third party.

24. SANCTIONS

- 24.1. Each party warrants that as of the date of signing the Contract, it or any entity or person that has direct or indirect control of fifty percent or more of its shares ("Beneficiaries") are not subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction, including without limitation the EU Consolidated list of persons, groups and entities subject to EU financial sanctions the U.S. Treasury Department Office of Foreign Assets Control list of U.S. Specially Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration of Company ("Sanctions"). A breach of this warranty shall be a material default for the purpose of Clause 11.1.2.
- 24.2. Each party agrees that if at any time after the date of formation of the Contract it or any of its Beneficiaries become subject to any Sanctions, introduced after such date of signing of the Contract, which prohibit or restrict a party's performance of or rights under the Contract, or the performance of the Contract exposes such party, or creates a risk of such party being exposed, to any Sanctions, including, without limitation, any extraterritorial or secondary sanctions, the other party may suspend or terminate the Contract upon such Sanctions becoming effective.

APPENDIX- A: SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct is applicable to all 'Suppliers' globally. 'Supplier' here refers to suppliers/ Contractors/ 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 behavior by the Supplier relating to its dealings with Vedanta, or any known or suspected improper behavior by Vedanta employees.

Please contact the concerned Chief Commercial officer / Company Secretary if you have any questions about this Code.

VOLUME III: TECHNICAL SPECIFICATION AND SCOPE OF WORK

SCOPE OF WORK

The scope of work under this specification covers the job of arranging coal supplies to Talwandi Sabo Power Limited by Direct Rail mode from mines of BHARAT COKING COAL Limited (BCCL) and CENTRAL COALFIELDS LIMITED (CCL) allocated under the policy of Flexible Utilization of Domestic Coal. (Approximate Annual Quantity under Flexi Allocation at BCCL is ~ 1.0MMTPA and at CCL is ~ 2.0 MMTPA, further, this quantity may be increased or decreased as per the actual allocation under the Flexi scheme). The contract shall be valid for a period of 1 year and may be extended to another 1 year, basis the performance of the contractor, with the mutual consent of TSPL and the Contractor.

Coal being a vital input, ensuring uninterrupted supplies as per the quantity and quality requirements set out in the contract is the essence of services to be rendered by the Contractor. The detailed scope of work for Coal Lifting and Transportation management is as follows:

1. The contractor will ensure 100% materialization of the allocated quantity within the permitted time frame on a monthly basis by BCCL, CCL and/or Railways. Contracted quantity may increase or decrease in accordance with mutual agreement between the Parties based on Coal allocation.
2. The contractor will ensure the allocation of the best possible grade of Coal from desired mines of BCCL, CCL as per this Contract.
3. The contractor will ensure timely consent, allotment, and loading/dispatch of rakes, and in furtherance, the Contractor shall supervise by deploying sufficient resources at the loading point and ensuring that proper quantity and quality coal is loaded, and the coal is free from shale/stone, big size boulders and other foreign ingredients.
4. Contractor shall carry out complete inspection of all the wagons for any residual material including any foreign material of previous consignment transported and ensure cleaning of all the wagons before loading TSPL's consignment. The Contractor is responsible for ensuring 100% crushed coal is loaded into rakes and delivered at the TSPL site. In case of any kind of penalty/demurrage incurred to TSPL due to delay in unloading of rakes due to the presence of oversized coal, foreign material & damaged wagon/bulged wagon, etc., the contractor shall be liable to pay a flat penalty of 50% of the service charge for per rake (On GRN quantity) for such rakes where demurrage incurred to TSPL due to over detention of rakes (>7hrs), for reasons attributable to the contractor. The contractor will ensure that boulders, stones, and shales are not loaded into rakes for TSPL. In case if a rake is found with oversized coal/foreign material/damaged wagon/bulged wagon at time of unloading and due to this other incoming rakes in pipeline are being delayed in unloading: Demurrage shall be levied on vendor for the rake found with oversized coal/foreign material/damaged wagon/bulged

wagon, the consequential damage due to this rake on other rakes of pipeline shall be discussed among TSPL O&M, TSPL Commercial & AMM BP and accordingly penalty will be decided.

5. The Contractor shall keep watch for correct weighment by weighbridge of Coal Company. If any defect is found in the weighbridge weighment, then the same should be immediately brought to Coal Company's notice to attend to the problem and inform TSPL to take corrective action. The Contractor shall also witness the periodical stamping of weighbridges conducted by the Weights & Measurement Department.
6. The contractor will ensure that underloading is avoided and the wagons are loaded as per the permissible carrying capacity of the rake as mentioned in the relevant Railways/ BCCL/CCL circular to ensure minimal dead freight. In case of any underloading then the contractor shall ensure adjustment of the same in the respective coal bills as per terms of the FSA.
7. The contractor will ensure that overloading of rakes is avoided to ensure zero punitive charges for overloading by Railways. In case of any overloading the contractor has to take necessary actions as per the Fuel Supply Agreement (FSA).
8. The contractor will ensure timely dispatch of rakes by arranging the required power (engine) and crew immediately after loading.
9. The contractor is required to take all the statutory approvals required for dispatching coal such as Indent placement for rake, approval from concerned mining department, obtain necessary mining license, EDRM approval, etc.
10. The contractor will coordinate with BCCL, CCL Mines staff/Railway Authorities for the smooth and continuous flow of rakes from respective sidings.
11. The contractor will ensure rake movement as per TSPL Plant requirements.
12. The contractor will coordinate, follow up and inform TSPL for the linkage rakes status which are in transit from the point of dispatch till TSPL site. Also, daily MIS of rakes in transit shall be submitted to TSPL.
13. Contractor will ensure that no bulged wagons are dispatched to TSPL power plant. In case a bulged wagon is dispatched then any kind of delay or penalty incurred to TSPL due to demurrage charges shall be payable by Contractor up to 50% of the service charge per rake (on GRN quantity) for such rakes where demurrage incurred to TSPL due to detention of rakes (>7hrs.).

14. Contractor will collect all documents related to rakes loaded like Third Party Sampling Agency (TPSA)/Joint Sampling quality report, Railway Receipts (along with backup documents), Coal Invoice, Monthly ledger of Coal subsidiaries, Debit and credit notes issued in respective months immediately after issuance and forward the same to our plant. Contractor will also take up with BCCL/CCL/Railways for obtaining refund amount due to TSPL for various reasons.
15. Contractor will ensure the following promptly in respect to the coal bills and RR collected from BCCL, CCL and Railways
 - a. The calculation of the coal bill in reference to the RR details and FSA provisions. Necessary correction if required shall be taken up with BCCL, CCL /Railways.
 - b. Check correctness of calculation of Railway Freight and other charges in RR and necessary correction if required shall be taken up with Railways.
 - c. Documentation (in hard copy and soft copy) of all relevant documents pertaining to each rake/RCR coal shall be maintained by the Contractor and soft copy of these documents shall be submitted to TSPL every week.
 - d. Issuance of Credit Notes from BCCL, CCL as per the TPSA results within 3 months.
16. Contractor will ensure timely submission of necessary letters to Railways/BCCL/CCL on behalf of TSPL and arrange acknowledgment of the same.
17. Contractor will give detailed plan of rake supplies in writing or in e-mail for the given month before commencement of rake supplies for each month.
18. Contractor will provide the following daily MIS reports to TSPL through e-mail:
 - a. Coal program allocation and offer to TSPL
 - b. Program and Allotment of rakes for loading by Railways/EDRM to TSPL.
 - c. Balance rake remaining to be loaded for TSPL.
 - d. Position of Rakes and arrival time.
 - e. Siding/Mine Quality Intelligence Report
 - f. Daily rake dispatch report from the concerned division
 - g. Submit Mine wise production plan and actual production and mode wise dispatch report on weekly basis.
19. The Contractor will ensure submission of scanned legible copy of original Railway Receipt (RR) to TSPL within 48 hours from the date of issuance of RR by Railways. Also, Contractor shall ensure the submission of original RR to TSPL within 20 days of issuance of the same by Railways.

20. No Service Charge shall be paid for coal consigned to TSPL but diverted by Railways to plants other than TSPL. No Service Charge shall be payable for the coal received by diversion at TSPL which was originally booked for and belong to any plant other than TSPL.
21. Contractor shall complete reconciliation with BCCL, CCL for Coal Bills, account balances, and other related documents on a monthly/need basis.
22. The contractor shall ensure proper documentation for all Incentives/penalties/claims to BCCL, CCL as per FSA. Also, the Contractor shall be responsible for handling disputes with respect to FSA.
23. The Contractor shall participate on behalf of TSPL in the sampling and preparation of coal samples at the loading point by TPSA/Joint Sampling and timely issuance of results, for all quantities dispatched by BCCL, CCL. The contractor shall also ensure the delivery of coal to TSPL as per the quality declared by TPSA/Joint Sampling.
24. The Contractor shall ensure documentation of TPSA/Joint Sampling Results in Excel, soft copy, and hard copy. Also, Contractor shall ensure correction of TPSA results/Joint Sampling (if required) by taking up with TPSA/Coal companies.
25. Contractor shall facilitate signing of tripartite agreements between TSPL, Coal Company and TPSA. Contractor to extend all support to TPSA/Joint sampling during sampling, preparation & sample preservation /storage provision. Accordingly, Contractor will record and report to TSPL, any deviation from applicable procedure and standards with credible evidence. Contractor has to support TPSA & TSPL in ensuring safe storage of samples.
26. Contractor shall also facilitate signing of tripartite agreements between TSPL, Railways and nominated bank for e-payment of Railway freight through auto debit.
27. The contractor shall ensure the repair of damaged wagons before they are loaded.
28. Contractor shall ensure timely generation of e-way bills/other statutory requirements for all dispatches to TSPL via road/rail.
29. The contractor shall ensure that skilled and dedicated manpower is deputed at all the respective mines, loading sidings, area offices, divisional office, & zonal office of concerned railways and other required places to ensure proper execution of work as per the Contract.

30. Within ten working days of the contract signing, the contractor shall depute the proper MIP for executing the individual KPIs of the contract, as per requirement of TSPL.
31. **Further, the contractor shall not use split manpower for the execution of services under this contract at any point in time.** If any deviation from the dedicated manpower clause is found, TSPL reserves the right to terminate the contract without further explanation.
32. The contractor may depute two resident representatives at the TSPL site to ensure end-to-end execution of the service as given in the Scope of Work of this tender document. The boarding, lodging and transportation shall be in scope of the Contractor. The resident representatives shall have a minimum of 3 years of experience in similar field and shall be approved by TSPL prior to deputation.
33. The Contractor shall ensure dispatch of the loading point coal sample to the TSPL site within 3 days from the date of sampling. The cost of the same shall be in the scope of the Contractor.
34. The contractor shall ensure issuance of credit note for Ungraded coal dispatched from BCCL, CCL within 3 months.
35. Contractor shall ensure following in relation to diverted rake and missing wagon of TSPL
- a. Tracking of diverted rake and missing wagons
 - b. Settlement and claim of refund from Railways for diverted rake and missing wagons
36. Contractor to coordinate and follow up with respective railway authorities for payment of Land Licensing fees, Staff salary calculation and payments, submission of demurrage waiver letters, getting the demurrage waived off, and all railway's related work in the entire process of coal loading from source by Rail, Road to Rail, Rail to Rail, receipt at the plant as well as the post unloading formalities and documentation.
37. Railway freight shall be paid by TSPL to Railways. However, the Contractor will coordinate with Railways for the same and ensure that there is no disruption in the allotment and placement of rakes at any time.
38. Contractor shall endeavor to maximise supplies of BOXNHL wagons.
39. The Contractor shall also liaise with CIL, CEA, MoP, MoC, RB as and when required by TSPL related to the execution of the contract.

The Scope of Work has been detailed as above but in case any items are omitted from the Scope of Work but otherwise required to complete the work then such work shall be deemed as included in the Scope of Work without any additional financial liability to TSPL. The intent of the Contract is to lift raw coal from BCCL, CCL and deliver to TSPL in terms of quality, quantity and adherence to timelines. Whatever activity and actions are required to achieve the objective, even if not mentioned in the Contract specifically, are the part of Scope of Work for the selected bidder.

Note:

1. The performance of the Contractor shall be evaluated through a scorecard as mentioned in Volume I Clause 14.
2. The review of the performance shall be done on bi-weekly or weekly basis through Video Conferencing and/or at TSPL site on monthly basis, as per the requirement of TSPL.

ANNEXURE-I: PRICE BID FORMAT

Fixed Charge for Service (INR/MT):

To be quoted by the bidder.

A. QUANTITY MANAGEMENT FROM BCCL & CCL

(Materialization penalty/bonus to be billed for every month, and to be reconciled/ settled based on quarterly materialization).

Materialization Penalty and Bonus		
% Materialization	Applicable For BCCL	Applicable For CCL
>100%	Bonus INR 2/MT	Bonus INR 2/MT
>90% up to 100%	No Bonus/Penalty	
>80% up to 90%	Penalty INR 1/MT	No Bonus/Penalty
>70% up to 80%	Penalty INR 2/MT	Penalty INR 2/MT
70% and below	Penalty INR 3/MT	Penalty INR 3/MT

Materialization on Monthly Allocation:

- i. Materialization will start from 2nd/3rd/4th day of every month till 3rd day of next month. Monthly Materialization achievement % for the calculation of Bonus/Penalty is to be done based on the Monthly Allocated Quantity (MAQ) as per allocation to TSPL, i.e.

Monthly Materialization (%)
=

No. of Rakes loaded in Quota Month
No. of Rakes allotted in Monthly Allocated Quota

and will not be calculated based on the arrival of rakes at TSPL.

Similarly, for reconciliation of Quarterly Materialization %, the calculation of bonus/penalty is done based on rake loaded against the Quarterly Allocated Quantity and not based on the arrival of rakes at TSPL.

Quarterly Materialization (%)
=

No. of Rakes loaded in Quarterly Quota
No. of Rakes allotted in Quarterly Allocated Quota

- ii. In case of any non-materialization arising due to restrictions imposed by Indian Railways, subsidiaries of Coal India Limited (CCL or BCCL) or due to instructions of TSPL or in case of any Force Majeure Event, the materialization % shall be calculated on pro rata basis. However, the contractor shall provide the written evidences/proofs for any such events **to the satisfaction of TSPL.**
- iii. Materialization bonus/penalty shall be restricted to the quarterly allocated quota (MT) only. However, service charges & bonuses/penalties for other KPIs shall be applicable for additional/carry forwarded rakes. Quater shall be basis the calendar year The bonus and Penalty shall be as per respective slabs in reference to the materialization % calculated above.

B. QUALITY MANAGEMENT

(i) Quality Management from BCCL:-

Quality Management Penalty and Bonus For BCCL	
ARB GCV > 4600 kCal/kg	Bonus INR 6/MT
ARB GCV 4401-4600 kCal/kg	Bonus INR 4 /MT
ARB GCV 4201-4400 kCal/kg	Bonus INR 3/MT
ARB GCV 4001-4200 kCal/kg	Bonus INR 1/MT
ARB GCV > 3801-4000 kCal/kg	No Bonus/ Penalty
ARB GCV 3601-3800 kCal/kg	Penalty INR 1/MT
ARB GCV 3401- 3600 kCal/kg	Penalty INR 3/MT
ARB GCV 3201 - 3400 kCal/kg	Penalty INR 4/MT
ARB GCV 3200 Kcal/kg & Below	Penalty INR 6/MT

*** For BCCL :**

(a) Bonus/ Penalty calculation for rakes above 3200 Kcal/kg shall be done on a monthly weighted average basis.

(b) Rakes below 3200Kcal/kg shall be treated individually and a penalty will be imposed on these rakes as 6Rs/MT. Further, no service charge shall be payable for such rakes.

(ii) Quality Management from CCL:-

Quality Management Penalty and Bonus For CCL	
ARB GCV > 4400 kCal/kg	Bonus INR 6/MT
ARB GCV 4201-4400 kCal/kg	Bonus INR 5/MT
ARB GCV 4001-4200 kCal/kg	Bonus INR 3/MT
ARB GCV 3801-4000 kCal/kg	Bonus INR 1/MT
ARB GCV 3601-3800 kCal/kg	No Bonus/ Penalty
ARB GCV 3401- 3600 kCal/kg	Penalty INR 1/MT
ARB GCV 3201 - 3400 kCal/kg	Penalty INR 3/MT
ARB GCV 3001- 3200 kcal/kg	Penalty INR 5/MT
ARB GCV 3000 kcal/kg & below	Penalty INR 6/MT

*** For CCL :**

(a) Bonus/ Penalty calculation for rakes above 3000 Kcal/kg shall be done on a monthly weighted average basis.

(b) Rakes below 3000Kcal/kg shall be treated individually and a penalty will be imposed on these rakes as 6Rs/MT. Further, no service charge shall be payable for such rakes.

*Reconciliation is to be done up to the nearest rounded-up number.

C. TRANSIT LOSS FROM BCCL & CCL

The following Bonus/Penalty shall be applicable for both CCL and BCCL. It will be computed on a monthly basis and to be reconciled on a contract period basis.

Description	Range	Particulars
Bonus	<(-) 0.1%	Bonus INR 10/MT
No Bonus/Penalty	(-)0.11% to (-)0.25%	No Bonus/Penalty
Penalty	(-)0.26% to (-)0.5%	Penalty of INR 5/MT
Penalty	(-)0.51% to (-)0.75%	Penalty of INR 7/MT
Penalty	> (-)0.76% to (-) 1%	Penalty of INR 10/MT
Penalty	>(-)1%	Penalty of INR 10/MT+ Landed coal cost for coal short received in excess of 1%

$$\text{Transit Loss \%} = \frac{[(\text{Weight at TSPL end}) - (\text{RR weight at BCCL or CCL end})] \times 100}{(\text{RR weight at BCCL or CCL end})}$$

Where:

- a. Loading weight at BCCL, CCL end is RR weight billed by BCCL, CCL to TSPL.
- b. In case of failure of weighment at TSPL end, loading end weighment shall be considered for billing purposes.
- c. Reconciliation to be done up to 2 decimal places.

A. UNDER LOADING:

The Bidder shall ensure that there is no underloading of wagons while loading of coal at the loading end. In case of any underloading, the bidder must ensure refund of freight amount from BCCL, CCL on account of such underloading, in accordance with FSA, promptly. The bidder must ensure prompt reconciliation of such refund amount and issuance of credit note by BCCL, CCL on quarterly basis. In case of failure of the bidder to get the refund beyond a period of 1 year from the date of generation of the coal bill, the same shall be recovered from the bidder.

B. Claim and Refund Matters related to Indian Railway:

The Bidder needs to ensure that there should not be any diversion of rakes and shall ensure the correctness of any penalty levied by Indian Railways. For any claim/refund matter related to Indian Railways arising due to conditions such as diverted rakes, excessive freight/penalty, etc. charged by railways, the bidder shall ensure that the matter is resolved within a period of 180 days from the date of its occurrence. Any resolution of the refund/claim matter beyond 180 days will attract a penalty as per below:

The Contractor shall be liable to compensate the interest cost to TSPL for the claim pendency beyond 180 days for the unsettled amount due to the claim/refund matter @ 10% per annum.

C. Penalty for the supply of oversized coal, Boulders, and Foreign Material in coal:

The Contractor is responsible for ensuring 100% crushed coal is loaded into rakes and delivered at the TSPL site. In case of any kind of penalty/demurrage incurred to TSPL due to delay in unloading of rakes due to the presence of oversized coal, foreign material & damaged wagon/bulged wagon, etc., the contractor shall be liable to pay a flat penalty of 50% of the service charge for per rake (On GRN quantity) for such rakes where demurrage incurred to TSPL due to over detention of rakes (>7 Hrs.), for reasons

attributable to contractor such as the presence of oversized coal/boulders, Foreign materials & damaged wagons.

AMM shall be given a copy of the demurrage charges invoice issued to TSPL by the CGG of Northern Railways posted at TSPL (MTSS Siding) & information of the specific cases wherein demurrage has been incurred shall be shared through e-mail/WhatsApp group to

Note:

- GRN quantity (i.e., Lower of RR weighment and Weight recorded at TSPL Weighbridge (TSPL weighment)) shall be considered for all payment purposes (Materialization, GCV, Shortage).
- Bills to be raised on a monthly basis for the quantity of coal delivered at the TSPL plant.

ANNEXURE-II: DECLARATION BY BIDDER

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

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

We confirm the following:

- i. We have quoted the prices as per the provisions of the Bid Documents.
- ii. We further declare that we have not taken any deviation from the provisions of Bidding Documents.

We further confirm the following:

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

We agree to abide by this Bid for a period of 180 days from the last date of Bid submission as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by TSPL at any time before the expiration of that period.

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

We understand that TSPL is not bound to accept the lowest or any other Bid. If our Bid is accepted, we undertake to provide Contract Performance Guarantee in the formats and amounts and within the times as specified in the Bidding Documents.

Further, we confirm participation in this bidding process, as per below specified guidelines of TSPL.

- (a) TSPL reserves the right to withdraw the auction at any time without assigning any reason.

- (b) TSPL reserves the right to re-negotiate with the bidders after the online reverse auction.
- (c) TSPL reserves the right to reject any bid, irrespective of being lowest, without disclosing any reason.
- (d) TSPL reserves the right to renegotiate for better payment and delivery terms.

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

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

Signature: _____

Name: _____

Designation: _____

Seal:

ANNEXURE-III: PROFORMA OF PERFORMANCE BANK GURANTEE

Date:

Guarantee No.:

To,

Talwandi Sabo Power Limited

Village Banwala, Mansa-Talwandi Sabo Road,

Distt. Mansa, Punjab-151302 , India.

Dear Sir,

With reference to the LOI no./Contract no._____ for _____ (hereinafter referred as the “Contract” including any amendments and/or POs issued thereunder), entered into between:

Talwandi Sabo Power Limited, a company incorporated under the laws of India and having its registered/principal office at [address] (hereinafter referred to as “**Beneficiary**”, which expressions shall include its successors and assigns),

And

_____, a company incorporated under the laws of India and having its registered/ principal office at [address] (hereinafter referred to as “**Contractor**” which expressions shall include its successors and permitted assigns).

Beneficiary and Contractor shall collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS, as per provision of the said Contract, the Contractor is required to furnish a performance bank guarantee of INR_____ (Indian Rupee/s only) as performance

security towards due and faithful performance of the Contractor's obligations under the Contract, in the manner herein contained (hereinafter referred to as "Guarantee").

We, _____[name of the bank, branch] at [address] (hereinafter referred to as "**Bank**" which expressions shall include its successors and assigns) do hereby covenant and agree with the Beneficiary as follows:

1. The Bank hereby undertakes and binds itself irrevocably and unconditionally to pay to the Beneficiary, the sum in aggregate not exceeding INR _____ (Indian Rupees only) immediately on the first written demand signed by the authorized representative of the Beneficiary, stating that the amount claimed is due by reason of breach or default by the Contractor of any of the terms contained in the Contract and/or its ancillary contracts or failure on the part of the Contractor in discharging any of its obligation under the said Contract or its ancillary contracts.
2. The Bank undertakes to make such payment, so demanded by Beneficiary, without any demur, reservation, contest or protest, and notwithstanding any dispute, litigation or arbitration between the Parties, and without any reference to Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable to Beneficiary by the Bank under this Guarantee, without Beneficiary needing to prove, establish or to show grounds for its demand for the sum specified herein.
3. The Bank further agrees that no change, addition or modification in the terms of the Contract or of any of the Contract documents made between the Parties, shall in any way release the Bank from any liability under this Guarantee.
4. The Bank hereby, unconditionally guarantees and affirms that in order to give effect to this Guarantee, the Beneficiary shall be entitled to enforce it against the Bank as the principal debtor, in the first instance, without proceeding against the Contractor.
5. Any change in the Bank's constitution or the constitution of the Parties, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the Bank's liability or obligation under this Guarantee.
6. This Guarantee is in addition to and not in substitution of any other guarantees or securities which may hereinafter be held by the Parties in respect of or relating to the Contract.

7. Any notice, request, demand or otherwise under this Guarantee may be sent by post, courier or any other means to the Bank at its address mentioned above.
8. This Guarantee shall come into force from the date of issue of this Guarantee and shall remain in full force till [6 months/1 year] from the expiry/end date of the contract or the warranty period, whichever is longer ("Claim Period"). All claims under this Guarantee shall be made till the last date of Claim Period, provided that the obligations of Bank and the rights of Beneficiary under this Guarantee shall continue to be valid till such time all claims made during the Claim Period are not discharged in full by the Bank and the Guarantee will come to an end when all claims are fully and validly discharged by the Bank.
9. Should it be necessary to extend the validity of this Guarantee beyond the said date, the Bank undertakes to extend the period of the Guarantee on the written request of Beneficiary, till such time as may be mutually agreed between the Parties. We further agree that this Guarantee shall not be revoked by the Bank at any time during its currency without the previous consent of the Beneficiary in writing accompanied by Original Bank Guarantee. The Bank further agrees that it shall not entertain any request/representation from the Contractor for revoking this Guarantee and/or not making payment to the Beneficiary for any reasons whatsoever.
10. Notwithstanding anything contained hereinabove:
 - i. The Bank's liability under this Guarantee is restricted to INR ____ (Indian Rupees ____ only).
 - ii. This Guarantee shall remain valid up to the Claim Period.
 - iii. The obligations of the Bank and the rights of Beneficiary under this Guarantee shall continue to be valid till such time all claims made during the Claim Period are not discharged in full by the Bank and the Guarantee will come to an end when all claims are fully and validly discharged by the Bank.
 - iv. Unless a claim in writing is lodged with the Bank within the Claim Period, all the rights under this Guarantee shall stand forfeited and the Bank shall be released and discharged from all liabilities under this Guarantee.

THIS GUARANTEE SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS APPLICABLE THROUGOUT THE TERRITORY OF INDIA AND SHALL BE SUBJECT TO THE JURISDICTION OF THE COURTS IN MANSA, PUNJAB,, INDIA.

SIGNED AND DELIVERED this ____ day of ____ 2025.

For and on behalf of

Bank :

Address:

(AUTHORISED SIGNATORY OF BANK)

ANNEXURE-IV: END USER CERTIFICATE FOR QUANTITIES HANDLED

(ON THE LETTER HEAD OF END-USER / PSU's)

(To whomsoever it may concern)

Ref No:

Date:

To,

Chief Commercial Officer
Talwandi Sabo Power Limited
Talwandi Sabo – Mansa Road
Village- Banawala, Distt- Mansa
Punjab-151302

Dear Sir,

Sub: _____

This is to certify that, M/s _____ (Name of Bidder) have handled below
Quantity for us as per details given below:

S. No	Period of Supply (From-To)	Quantity (MTPA)

This certificate is issued at the request of M/s _____ (Bidder) for
the purpose of participating in the tender.

(Signature of Authorized Person with
Name, Designation and Complete Address)

PLACE: _____

DATE: _____

Note:

*Strike off whichever is not applicable.

ANNEXURE-V: FORMAT FOR ANNUAL TURNOVER

Ref No.:

Date:

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

Dear Sir,

In order to meet the Qualification requirement as mentioned in *Clause 9 of Volume I* of Bidding Document, we hereby furnish the following details:

We, _____ (Name of Bidder/ Name of Lead Member) confirm that our average Annual Turnover on stand-alone basis during the preceding five financial years as on the last date of Bid submission is not less than INR 10 Crores (Indian Rupees Ten Crores only) or in equivalent foreign currency. In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit and Loss Account duly certified by a Chartered Accountant.

Average Annual Turnover for preceding five years:

Sr. No,	Financial Year	Average Annual Turnover	
		Currency	Amount in Rs. Cr
1.	2024-25		
1.	2023 – 24		
2.	2022 – 23		
3.	2021 – 22		
4.	2020 – 21		

*Bidder can provide for FY19-20 (If not available for FY 24-25)

Date:

Signature:

Place:

Name:

Designation:

Seal of Firm

Note:

1. In case the Bid is submitted by a Joint Venture, information as above shall be furnished by the Lead Member.
2. Documentary evidence like Annual Reports, Audited Financial Statements for preceding three financial years from the last date of Bid submission to be enclosed.
3. This certificate should either be countersigned by Statutory Auditors or may be issued by Statutory Auditors on their Letter head.