



**TALWANDI SABO POWER LIMITED**

**Tender Specification No: TN/23/CM/TSPL/2018-19/R3**

**Bidding Document and Technical Specifications for**

**Covering of Tarpaulin on coal rakes loaded from**

**Domestic sources**

**To**

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

**12<sup>th</sup> October 2018**

## Index

### Contents

Index.....	2
VOLUME –I .....	4
INSTRUCTION TO BIDDERS.....	4
<b>1.0. INTRODUCTION.....</b>	<b>5</b>
2.0. GENERAL INFORMATION.....	5
3.0. BIDDING DOCUMENTS.....	5
4.0. PERIOD OF VALIDITY OF BID .....	6
5.0. SUBMISSION OF BIDS.....	6
6.0. EARNEST MONEY DEPOSIT (EMD) .....	7
7.0. BID OPENING AND EVALUATION .....	7
8.0. PRICE BID EVALUATION .....	8
9.0. AGREEMENT/CONTRACT AWARD CRITERIA.....	8
10.0. LETTER OF INTENT.....	8
11.0. BIDDER OBLIGATIONS.....	8
12.0. QUALIFYING REQUIREMENT .....	8
VOLUME -II .....	10
TECHNICAL SPECIFICATIONS .....	10
1.0. INTRODUCTION.....	11
2.0. DEFINITIONS.....	11
3.0. SCOPE OF WORK.....	12
4.0. QUANTITY AND DELIVERY SCHEDULE .....	12
5.0. PERIOD OF CONTRACT .....	13
6.0. PENALTY FOR NON COVERING OF ANY COAL RAKE .....	13
7.0. PENALTY FOR MISSING TARPAULIN .....	13
8.0. PAYMENT TERMS.....	13
9.0. DEMURRAGE .....	13
10.0. TAXES AND DUTIES .....	14
11.0. STATUTORY COMPLIANCES/LICENCES.....	14
12.0. INSURANCE .....	15
13.0. WARRANTIES AND REPRESENTATION .....	16
14.0. ETHICS.....	17
15.0. DEFAULT AND TERMINATION .....	18
16.0. LIMITATION OF LIABILITY .....	19
17.0. FORCE MAJEURE.....	19
18.0. INDEMNITY.....	19
19.0. ARBITRATION .....	20
20.0. APPLICABLE LAW AND JURISDICTION .....	20

21.0. SET OFF .....	20
22.0. CONFIDENTIALITY.....	21
23.0. MISCELLANEOUS PROVISIONS .....	21
VOLUME - III .....	26
ANNEXURES, FORMS & FORMATS .....	26
ANNEXURE A.....	27
PROFORMA OF BG FOR EARNEST MONEY DEPOSIT .....	27
ANNEXURE B .....	29
PRICE BID SUBMISSION FORM.....	29
ANNEXURE C .....	31
FORMATS - QUALIFICATION REQUIREMENT .....	31
ANNEXURE-D: PROFORMA OF PERFORMANCE BANK GUARANTEE.....	32
ANNEXURE E: LIST OF BANKS FOR ISSUANCE OF EMD & PBG .....	34

**VOLUME –I**  
**INSTRUCTION TO BIDDERS**

### 1.0. INTRODUCTION

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

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

### 2.0. GENERAL INFORMATION

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

### TIME SCHEDULE FOR BIDDING PROCESS

S. No.	Bid Reference	Details/Tentative time lines
1	Last Date for clarifications, if any, to be sent to TSPL.Fuel@vedanta.co.in	29.12.2018
2	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	04.01.2019 by 11:00 AM
3	Opening of EMD (Envelope-I)	04.01.2019 by 11:30 AM
4	Opening of Technical Bid & Checking of Responsiveness (Envelope-II) only for those whose EMD is in order.	04.01.2019 by 12:30 PM
5	Price bid opening (only for qualified bidders) (Envelope-III)	04.01.2019 by 01:30 PM

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

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

### 3.0. BIDDING DOCUMENTS

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

- Instruction to Bidders (ITB) - Volume-I
- Technical Specifications - Volume-II
- Annexure/Formats/Forms - Volume-III

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

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

#### **4.0. PERIOD OF VALIDITY OF BID**

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

#### **5.0. SUBMISSION OF BIDS**

Bidders shall submit their bids at the following address by the Date and Time as mentioned in Clause 2 of Volume-I:

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

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

(a) **Part-I Earnest Money Deposit:** Part-I consisting of Earnest Money Deposit in the form of Demand Draft or Bank Guarantee in favour of Talwandi Sabo Power Limited will be opened first. Technical bid shall be opened if the Earnest Money is in conformity to the Terms & Conditions of the Tender, otherwise Technical Bid will not be opened.

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

1. One copy of Bidding Documents duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.

2. Complete company profile
3. Documents for coal rakes handled for covering with tarpaulin in last three financial years. (Annexure C)
4. Financial Balance sheet for last three year (Annexure C).

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

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

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

#### **6.0. EARNEST MONEY DEPOSIT (EMD)**

The bidders are required to deposit the Earnest Money of Rs 10 Lacs through Bank Guarantee (ANNEXURE-A) of equivalent amount from any Indian Nationalized Bank encashable at Mansa/Bathinda branch or Demand Draft to be issued in favor of Talwandi Sabo Power Limited, payable at Mansa or RTGS in favour of Talwandi Sabo Power Limited in the following bank account details.

Bank Name	: ICICI Bank limited
Address	: Mansa Branch, Shimla Complex, Water Works Road, Mansa
Account No	: 044605000486
Account Type	: Current
IFSC code	: ICIC0000446
Name of Beneficiary	: Talwandi Sabo Power Limited
Address of Beneficiary	: Village-Banawala, Mansa-Talwandi Sabo Road, Mansa, 151302 (Punjab)

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

In case of tenders of unsuccessful bidders not accepted, the earnest money shall be refunded within 30 days of the award of order/contract or after the expiry of validity period of the bids, whichever is later. EMD of successful bidder(s) shall be kept as Security Deposit/Performance Bank Guarantee with amendment to change validity for the contract period with claim period of 6 months.

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

#### **7.0. BID OPENING AND EVALUATION**

- a) Envelope containing Technical Bid will be opened by TSPL representative/PSPCL.

Technical bid is evaluated and once accepted then respective bidders price bid will be opened.

- b) Bidder's Authorized Representative may attend the opening of Bids.

#### **8.0. PRICE BID EVALUATION**

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

#### **9.0. AGREEMENT/CONTRACT AWARD CRITERIA**

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

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

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

#### **10.0. LETTER OF INTENT**

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

#### **11.0. BIDDER OBLIGATIONS**

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

#### **12.0. QUALIFYING REQUIREMENT**

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

- A. The Bidder should be a regular service provider for covering coal rakes with tarpaulin having handled minimum of 200 rakes per annum for tarpaulin covering in any one financial year during last three financial years.
- B. Financial Qualification Requirement: The Annual Turnover (on stand-alone basis) of the



Bidder in any one financial year during last three financial years shall not be less than INR 5 Crores per year (Indian Rupees Five Crores only).

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

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

**VOLUME -II**  
**TECHNICAL SPECIFICATIONS**

## 1.0. INTRODUCTION

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

## 2.0. DEFINITIONS

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

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

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

**“CIL”** shall mean Coal India Limited.

**“Company/Purchaser”** shall mean Talwandi Sabo Power Limited.

**“Contractor/Supplier”** shall mean the successful bidder.

**“MCL”** shall mean Mahanadi Coalfields Limited.

**“PPE”** shall mean personal protective equipment

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

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

- b) Unless otherwise stated, any and all references in the Agreement to Clauses are references to the Clauses of the Agreement.
- c) The headings in the Agreement are used for convenience only and shall not govern or affect the interpretation of the Agreement.
- d) Words denoting the singular shall include the plural and vice versa, where the context requires.
- e) Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in

force.

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

### **3.0. SCOPE OF WORK**

The scope of work shall include but is not limited to

1. Covering of all loaded wagons of all TSPL coal rakes with good quality tarpaulin after completion of loading as per Railway standards/TSPL requirements.
2. Tarpaulin covering and tying to be done in consideration of the distance of loading point to TSPL plant.
3. Tarpaulin should be single piece & tied with proper nylon ropes at all mid – points (i.e. 8 points per wagon) in addition to 4 corners, sufficient for protecting from dust and rains during in transit.
4. Co-ordination with Railway and MCL for smooth operation at loading point.
5. Tarpaulins to be taken back by bidders at their own cost. Quote to be given shall be net of credit in lieu of return of tarpaulins. Price bid by bidders to be quoted considering the credit basis taking back of tarpaulins.
6. Service provider to follow and fulfil safety compliances at loading point to ensure safety of resources and workers deployed for covering tarpaulin at coal rakes. Service provider to issue all necessary equipment and PPEs to ensuring safety. If service provider fail in following safety compliance and avoiding any harm/accidents at loading point during the practice, TSPL will not be responsible and TSPL may terminate the contract at the same instance.
7. Service provider to comply all necessary requirements by any Government authority, CIL/MCL, Indian Railway or any other agency as required.
8. Demurrage due to tarpaulin covering on TSPL coal rakes at all places to be borne by the service provider.
9. Service provider to ensure covering all rakes without fail at any point of time in the duration of the agreement.
10. Service provider to enable service within 5 days of signing of the contract as per standard condition of TSPL and issue of valid Purchase Order.
11. All other related activities to be handled by service provider.
12. Any penalty levied by Pollution Control Board / CIL / MCL or any other agency for non-covering of the rakes shall be borne by the service provider.

### **4.0. QUANTITY AND DELIVERY SCHEDULE**

1. Quantity: Approx. 150 Coal Rakes/month from Domestic sources.
2. Schedule:

TSPL shall give Notice to Proceed (NTP) for covering of Tarpaulin.

The Contractor shall start covering of Tarpaulin within 5 days from NTP.

#### **5.0. PERIOD OF CONTRACT**

Contract shall be valid for one year from the date of signing of the contract and may extendable for a period up to 3 years by mutual consent of parties.

#### **6.0. PENALTY FOR NON COVERING OF ANY COAL RAKE**

In case the Contractor fails to cover Tarpaulin on any Coal Rake, Penalty equivalent to 1.5 times of Tarpaulin Covering Charges shall be Imposed.

#### **7.0. PENALTY FOR MISSING TARPAULIN**

A Penalty of INR 500 per Wagon on which Tarpaulin is not found.

For Ex –

**Price of covering Tarpaulin per Rake : INR 40,000/-**

**Wagons received at TSPL without Tarpaulin : 10 Nos.**

**Penalty for Wagons received at TSPL without Tarpaulin : INR 5,000/-**

**Net payment to be made: INR 40,000 - INR 5,000 : INR 35,000/- + Applicable GST**

#### **8.0. PAYMENT TERMS**

8.1 In addition to any requirements set out in the relevant Purchase Order, each invoice shall: (a) be in duplicate;

(b) bear the Contract Number stated on the cover sheet to the Agreement;

(c) state the name, e-mail address, mobile telephone number of the Company's Representative; and

(d) be accompanied by Copy of Certificate from TSPL for the wagons received without Tarpaulin

Specifically, the Contractor shall submit the following information/ documents to the Company:

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

(ii) Copy of PAN.

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

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

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

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

(b) if the dispute is resolved in favour of the Contractor, the Company shall pay the disputed amount within fifteen (15) days of the date of the resolution of the dispute or forty-five (45) days of receipt of the invoice, whichever is later.

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

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

#### **9.0. DEMURRAGE**

Any Demurrage at Loading Point levied by Indian Railways due to delay in loading due to Tarpaulin covering shall be duly recovered from the Contractor.

#### **10.0. TAXES AND DUTIES**

The Contractor shall pay such taxes, duties, levies, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Bid Price.

Bid Price is inclusive of all Taxes and Duties except GST (on the Invoice value as applicable on the Date of Invoice). Any future tax introduced and made payable by TSPL under its Statutory provisions in respect of the Contract shall be payable by TSPL. TDS shall be deducted as per applicable provisions of Income Tax Act, 1961 or its amendments or replacement statute. The Bidder would provide necessary documents and records to TSPL to enable TSPL to claim GST credit. All other changes in duties and taxes applicable on Contractor will be on Contractor's account.

#### **11.0. STATUTORY COMPLIANCES/LICENCES**

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

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

Purchaser is obligated to ensure that its suppliers meet the criteria for security mandated by the Customs-Trade Partnership Against Terrorism (C-TPAT) program. In order to comply with these requirements, Purchaser requires Supplier to be a C-TPAT certified participant where applicable, or satisfy comparable security program policies and procedures as follows:

(i) If Supplier is C-TPAT Certified, upon receipt and certification of the SVI # (Status Verification Indicator), Purchaser requests a copy of the official letter, a copy of the C-TPAT Certificate to Supplier, and the Supplier SVI letter for file and audit record.

(ii) If Supplier is not C-TPAT certified or does not qualify under Customs terms to be C-TPAT certified, Supplier must provide evidence its approved under a similar supply chain security program that is endorsed and sponsored by its local country (For e.g., P.I.P. in Canada) OR must provide a statement from a company senior executive officer of its intent and plan to provide its supply chain security policy and procedure that describes its supply chain security systems that meet or exceed those expectations in U.S. C-TPAT. Upon written request, Supplier shall provide Purchaser with copies of its written tracking procedures to verify the Supplier's compliance with comparable supply chain security measures as required under C-TPAT.

(iii) Supplier shall grant to Purchaser or its designated Representative the right from time to time, upon prior written notice to Supplier and at reasonable date and hours, to visit Supplier's facilities to perform an audit of Supplier compliance with its security obligations. Upon completion of any review by Purchaser, Supplier will be advised in writing if any corrective action is required to assure compliance with the C-TPAT program. Based on the type of corrective action required, the parties will mutually establish a time period for implementation of the corrective measures required. If Supplier does not comply within a

reasonable time period with the requirements for C-TPAT compliance, Purchaser will be entitled to treat Supplier's failure to comply as a material breach of this MPA.

## **12.0. INSURANCE**

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

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

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

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

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

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

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

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

All insurances taken out by Supplier in accordance with the provisions of this Clause 11 shall provide that Supplier's underwriters of insurance give not less than thirty (30) days' notice of cancellation of any such policy of insurance to Purchaser. No such cancellation shall relieve Supplier of its obligation to maintain insurance in accordance with this Agreement and / or any Purchase Order.

To the extent Supplier has sub-suppliers of any tier, Supplier agrees that should any sub-supplier's insurance lapse, is cancelled, has insufficient limits of insurance available or is not carried, Supplier's obligations under this Clause 11 are in no way relieved or diminished. Supplier shall use its best endeavours to obtain from its sub-suppliers additional insured, or indemnity to principals, status, a waiver of subrogation and a primary insurance statement, both in favour of Purchasing Group. Upon request, Supplier shall obtain and provide Purchaser with valid certificates of insurance from such sub-suppliers evidencing compliance with this Clause 11.

Neither the delivery to Purchaser of any certificates of insurance, nor any failure on the part of Purchaser to discover and notify Supplier of any errors or omissions in certificates of insurance, nor the rejection of certificates of insurance that do not conform to the

requirements described herein, shall be construed to imply an acceptance of such certificates of insurance or the coverages/endorsements reflected therein, or a waiver of the coverages/endorsements requirements contained herein. Review by Purchaser of any certificate of insurance shall not relieve Supplier from any obligation to secure the insurance coverages and endorsements required herein, and nothing shall operate to shift responsibility for insurance coverages from Supplier to Purchaser.

### **13.0. WARRANTIES AND REPRESENTATION**

The Supplier represents and warrants that:

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

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

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

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

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

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

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

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

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

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

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

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

Each Party hereby warrants that it has not entered into this Agreement relying on any



warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

Supplier warrants and guarantees that:

- (i) all Material shall be supplied in accordance with the provisions of the Agreement/Purchase Order and with generally accepted industry standards, Trade Usage with regard to quality, Specification, quantity, measurement, performance and/or functionality and are free from defects in material and workmanship;
- (ii) if the Material are manufactured by reference to Supplier's data or other specified data provided to Purchaser, the Material shall have been manufactured in accordance with such data;
- (iii) if the Material are sold by sample then they shall conform to the sample;
- (iv) if the Material are manufactured to designs supplied by Purchaser, the Material shall have been manufactured in conformity with such designs and any approved working drawings;
- (v) it is aware of the purpose and usage of the Material by the Purchaser including the technical parameters attributable to the usage of the Material; and
- (vi) in the case of the Material, be of the best available design, of the best quality and workmanship and shall be free from fault or defect (including latent defect), with such tolerances as stated in the Specification or on the drawings.

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

#### **14.0. ETHICS**

##### **GIFTS AND COURTESIES:**

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

The Supplier shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Supplier undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Supplier, or his partners, agent or servant or any one authorized by him or acting on his behalf. The Supplier undertakes that in the event of use of any corrupt practices by the Supplier, the Company shall be entitled to terminate the Agreement forthwith and recover from the Supplier, the amount of any loss arising from such termination. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Supplier.

If at any time during execution or performance of this Agreement the Supplier is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connected with such employee, the Supplier must report the same immediately at [tspl.whistleblower@vedanta.co.in](mailto:tspl.whistleblower@vedanta.co.in).

##### **ANTI-BRIBERY & CORRUPTION:**

(i) The Supplier agrees to comply with the provisions of the Company's Supplier Code of Conduct and the Company's Human Rights Policy including Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

(ii) The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under Clause 13.

(iii) The Supplier shall comply with the Anti-Bribery and Corruption (AB&C) requirements

as applicable to them.

(iv) The Company shall have a right to initiate "audit proceedings" against the Supplier during the Term and for a period of three (3) years thereafter, to verify compliance with this Agreement including AB&C requirements. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Supplier shall extend full cooperation for smooth completion of the audit mentioned herein.

(v) Notwithstanding anything in this agreement, the Company shall have right to terminate the Agreement forthwith in case, it is found that the Supplier has failed to comply with the terms of the Agreement including AB&C requirements.

(vi) The Supplier may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy. External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance,

Vedanta, 75 Nehru Road

Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id:

tspl.whistleblower@vedanta.co.in.

## **15.0. DEFAULT AND TERMINATION**

Either Party may immediately terminate all or part of this Agreement/Purchase Order as under:

(i) by a written notice to the other Party if the other Party has committed any material breach of the terms of this Agreement and has failed to remedy such breach within 30 days from receiving notice from the other Party.

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

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

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

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

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

In the event of Supplier's breach of its obligations hereunder, no payment shall be due by Purchaser in respect of such order/Purchaser order, or, in the case of suspension, until the failure or breach has been remedied to the reasonable satisfaction of Purchaser.

#### **16.0. LIMITATION OF LIABILITY**

EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.

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

#### **17.0. FORCE MAJEURE**

Neither the Company nor the Supplier shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence i.e. (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection and civil commotion, mobilization or military, or such other events if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen after due and timely diligence and which, by the exercise of reasonable diligence, the said Party is unable to provide against ("Force Majeure Events").

The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.

If the Force Majeure Event(s) continues beyond 30 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.

Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.

#### **18.0. INDEMNITY**

The Supplier shall defend, indemnify and hold the Company harmless from and against any and all Claims in connection with any taxes, levies, costs and charges which may be levied or imposed on the Supplier or its subcontractors by any Government Authority arising out of or in connection with the performance of this Agreement including claims in respect of pollution and contamination which originated from Supplier Group's equipment or

materials under the control of any member of the Supplier Group.

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

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

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

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

It is the express intention of the Parties hereto that the provisions of this Agreement / Purchase Order shall exclusively govern the allocation of risks and liabilities of thee Parties, it being acknowledged that the Agreement reflected herein has been based upon such express understanding. It is acknowledged that the compensation payable to Supplier as specified in this Agreement and/or applicable Purchase Order has been based upon the express understanding that risks and liabilities shall be determined in accordance with the provisions of this Agreement and/or applicable Purchase Order.

#### **19.0. ARBITRATION**

Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation,, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

(i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

(ii) The language of the arbitration proceedings shall be English. The venue of arbitration shall be decided mutually by parties. However, the seat of arbitration shall be Mansa, Punjab.

(iii) The award made in pursuance thereof shall be final and binding on the parties.

#### **20.0. APPLICABLE LAW AND JURISDICTION**

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

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

#### **21.0. SET OFF**

Only the Company may at any time without notice to the Supplier set off any liability of the

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

## **22.0. CONFIDENTIALITY**

Each Party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information (“Confidential Information”) of the other Party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a Party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless other required by law, not to be disclosed without the consent of other Party to anyone other.

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

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

All Confidential Information developed by Supplier Group as a result of performance of the Services or supply of Material shall be the property of Purchaser. All such Confidential Information shall be delivered to Purchaser within fifteen (15) days after completion of any applicable Purchase Order. Purchaser shall have the unrestricted right to use and disclose such information in any manner and for any purpose without payment of further compensation. Such Confidential Information is proprietary information of Purchaser and subject to the terms of this Clause 21.

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

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

## **23.0. MISCELLANEOUS PROVISIONS**

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

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

nature or material terms of this Agreement.

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

Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.

Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either Party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

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

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

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

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

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

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

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

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

## **Annexure- I : Supplier Code of Conduct**

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

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

▪ **LABOUR & HUMAN RIGHTS**

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

- Comply with all applicable local, state and national laws regarding human rights.
- Comply with the Company's Human Rights Policy.
- Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.
- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.
- Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.
- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly;
- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.

▪ **HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY**

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

▪ **BUSINESS INTEGRITY**

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

- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and Prevention of Corruption Act of India.
- Shall not take any advantage of any family/ social/ political connections to obtain favorable

treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with Vedanta.

- Shall not enter into a financial or any other relationship with a Vedanta employee that creates any actual or potential conflict of interest for Vedanta. The Supplier is expected to report to Vedanta any situation where an employee or professional under contract with Vedanta may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.
  
- Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.

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

▪ **REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM**

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

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

▪ **INTELLECTUAL PROPERTY**

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

▪ **THIRD PARTY REPRESENTATION**

The Suppliers shall not be authorized to represent Vedanta or to use Vedanta's brands without the written permission of Vedanta. Third parties and their employees who are authorized to represent Vedanta are expected to abide by the Vedanta's Code of Conduct & Business Ethics Policy in their interaction with, and on behalf of Vedanta including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information.

▪ **PROHIBITION ON INSIDER TRADING**

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

▪ **SUPPLIER'S COMPLIANCE COMMITMENT**

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

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and allow access to Vedanta to check compliance upon request with reasonable notice.



The Supplier shall notify Vedanta regarding any known or suspected improper behaviour by the Supplier relating to its dealings with Vedanta, or any known or suspected improper behaviour by Vedanta employees.

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

**VOLUME - III**  
**ANNEXURES, FORMS & FORMATS**

ANNEXURE A

**PROFORMA OF BG FOR EARNEST MONEY DEPOSIT**

**M/ s. Talwandi Sabo Power Limited**

(1980 MW Power Plant)

Village- Banwala,

Mansa-Talwandi Sabo Road, Distt.

Mansa,

Punjab. Dear

Sirs,

Guarantee No. \_\_\_\_\_ Amount of Guarantee: Rs \_\_\_\_\_

Guarantee cover from:..... To .....

The undersigned, ..... constituted under the .....having its Head Office at ..... and amongst other places a Branch, at ..... (hereinafter called "the Bank") taking into consideration that M/s. ....with its Registered Office at.....(hereinafter called the "Bidder"), have received a tender enquiry for \_\_\_\_\_ for Talwandi Sabo Power Limited, Gram- Banwala Distt-Mansa (Punjab) (hereinafter called the "Principals"). That the Principals are prepared to consider the offer of the Bidder provided the offer is accompanied by a Bank Guarantee for an amount of ` ...../- towards Earnest Money Deposit.

**DECLARES:**

**Hereby to Guarantee irrevocably up to a maximum amount of ` ..... the due fulfillments by the Bidder of their obligations in this regards, and consequently undertakes to pay, without demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder, to Principals on their first written demand (signed by a Associate General Manager of the Company with date and amount in ` ) all that which the Principals declare that Bidder are due to them in this respect, such with due observance of the maximum amount.**

The liability of the bank will arise only if a letter from the Principals stating non-fulfillment

by the Bidder of their obligation is received by the bank on or before .....

The bank shall not be released of its obligations under these presents by any exercise by the Principals of its liberty with reference to matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Principals or any other indulgence shown by the Principals or by any other matter or things whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees that the Principals at its opinion shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Bidder, notwithstanding any security or other Guarantee that the Principal may have in relation to the Bidders liabilities.

This Guarantee comes into force from the date of this Guarantee and will remain valid up to .....and, so that claims, if any, must have been received latest by the undersigned on ..... at the Bank's Office at Mansa.

**This Guarantee is not negotiable or assignable.**

**Please return this Guarantee to us for cancellation on expiry.**

**Notwithstanding anything herein contained, our liability under this guarantee shall:**

- 1. Our liability under this Guarantee is restricted to .....**
- 2. Guarantee shall be valid up to .....**
- 3. We are liable to pay the guaranteed amount or any part thereof towards full & final settlement of our liability under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the date of expiry of this Guarantee.**

**Dated at Mansa \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

**ANNEXURE B**  
**PRICE BID SUBMISSION FORM**

Bid Ref No:

Date:

Bidders Name and Address:

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

Sub: Bidding Document No: \_\_\_\_\_ for \_\_\_\_\_

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

S.No.	Description	UOM	Particulars
1	Tarpaulin quality	GSM	120 +/- 10
2	Tarpaulin Basic Price	INR Per Rake	
3	GST	INR Per Rake	
4	Landed price	INR Per Rake	

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

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

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

We further confirm the following:

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

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

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

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

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

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal

**ANNEXURE C**  
**FORMATS - QUALIFICATION REQUIREMENT**

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 12.0 of Volume I of Bidding Document, we hereby furnish the following details:

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

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

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

S. No.	Financial Year	Annual Turnover	Coal Rakes Handled for tarpaulin covering
		Amount in Rs.	
1	2014-15		
2	2015-16		
3	2016-17		
4	2017-18		

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Place: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of Firm

## ANNEXURE-D: PROFORMA OF PERFORMANCE BANK GUARANTEE

Date :

Guarantee No. :

To

Talwandi Sabo Power Limited  
Village Banwala,  
Mansa-Talwandi Sabo Road,  
Distt. Mansa, Punjab-151302

India

WHEREAS M/s \_\_\_\_\_, a company incorporated under the laws of India and having its registered / principal office at \_\_\_\_\_ (hereinafter referred to as the "Contractor" which expressions shall include its successors and assigns);

WHEREAS, Contractor has in terms of \_\_\_\_\_ LOI No. \_\_\_\_\_ date \_\_\_\_\_ and Agreement dated \_\_\_\_\_ (hereinafter referred as the "\_\_\_\_\_ Agreement") entered between Talwandi Sabo Power Limited (TSPL) and itself, agreed to perform the works and Services as stated in the \_\_\_\_\_ Agreement.

WHEREAS, as per provision of the said \_\_\_\_\_ Agreement, the Contractor is required to furnish to TSPL a Bank Guarantee for \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards due and faithful performance of the its obligations under the \_\_\_\_\_ Agreement.

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

1. We hereby irrevocably and unconditionally guarantee to pay to TSPL, the sum in aggregate not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_ only), without any demur, merely on the first written demand signed by TSPL representative stating that the amount claimed is due by reasons of breach by the said Party of any of the terms or conditions contained in the said Contract or by reasons of the Party's failure in performance of the Contract and / or any other agreement, if any. Any such demand made on us shall be conclusive as regards the amount due and payable to you by us under this guarantee.
2. We agree that it shall not be obligatory on part of TSPL to establish non-fulfillment of the contractual obligations as stipulated in the Agreement under the terms of this guarantee and we shall, on a simple written demand from TSPL, immediately pay to TSPL, the said amount without any demur or delay.
3. Notwithstanding anything to the contrary, TSPL's decision as to whether the Contractor has made any such default or defaults under the aforesaid \_\_\_\_\_ Agreement and / or any other agreement, if any and the amount or amounts to which TSPL is entitled by reason thereof, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this guarantee and / or be concerned with any dispute, if any between TSPL and the Contractor and / or refer to the Party and / or rely upon any communication of the Party, but will pay forthwith the sum demanded by TSPL on first written demand without any protest or demur.
4. The decision of TSPL that any sum has become payable shall be final and binding on the Bank.



5. This guarantee shall come into force from the date of issue of this guarantee and shall remain in full force and effect up to and including \_\_\_\_\_. Should it be necessary to extend the validity of this guarantee beyond the said date, we undertake to extend the period of the guarantee on TSPL's request till such time as may be mutually agreed between you and the Party.
  
6. We further agree that TSPL shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said \_\_\_\_\_ Agreement and all other written agreement, if any relating to the Contract and/or to extend the time for performance by the Party from time to time.
  
7. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

This guarantee shall remain in full force and effect up to and including \_\_\_\_\_ (Validity). Unless a claim or demand in writing is lodged with us within a period of 6 (six) months from the date of expiry of the guarantee all your rights under this guarantee shall stand forfeited and we shall be released and discharged from all liabilities under this guarantee.

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

SIGNED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For and on behalf of

Bank:

Address:

(AUTHORISED SIGNATORY OF BANK)

**ANNEXURE E: LIST OF BANKS FOR ISSUANCE OF EMD & PBG**

S.no.	List of Banks for issuance of EMD	S.no.	List of Banks for issuance of EMD
1	State Bank of India	28	Dena Bank
2	Punjab National Bank	29	Deutsche Bank
3	Bank of Baroda	30	Federal Bank Ltd.
4	Canara Bank	31	HDFC Bank Ltd.
5	Union Bank of India	32	HSBC Bank
6	Indian Bank	33	ICICI Bank Ltd.
7	Syndicate Bank	34	IDBI Bank Ltd.
8	Andhra Bank	35	Indian Bank
9	Bank of Maharashtra	36	Indian Overseas Bank
10	Vijaya Bank	37	Indusind Bank Ltd.
11	United Bank of India	38	JPMorgan Chase Bank
12	Punjab & Sind Bank	39	Jammu & Kashmir Bank Ltd.
13	ABN AMRO Bank N.V	40	Karnataka Bank Ltd.
14	Allahabad Bank	41	Karur Vysya Bank Ltd.
15	American Express Bank Ltd.	42	Kotak Mahindra Bank Ltd.
16	Andhra Bank	43	Oriental Bank of Commerce
17	Axis Bank Ltd.	44	Punjab & Sind Bank
18	Bank Of Baroda	45	Punjab National Bank
19	Bank of India	46	Standard Chartered Bank
20	Bank of Nova Scotia	47	State Bank Of India
21	Barclays Bank Plc.	48	Syndicate Bank
22	BNP Paribas	49	UCO Bank
23	Canara Bank	50	Union Bank of India
24	Central Bank Of India	51	Vijaya Bank
25	Citibank N.A.	52	Yes Bank Ltd.
26	Corporation Bank	53	RBL Bank Ltd.
27	DBS Bank Ltd.		