

1. Scope of Work

To perform all activities necessary for smooth and timely clearance of the consignments from Customs at the following ports:

- Mumbai Main Seaport. Maharashtra
- Mumbai Nhava Sheva, Seaport Maharashtra
- Mudra Seaport, Gujarat
- Kandla Seaport. Gujarat
- Delhi Airport. Delhi
- Delhi ICD. Delhi
- SEZ/EOU Units
- Any other airport/seaport as required by TSPL

KPIs

Category	TAT
Consignment Clearance at Airport	24 Hours of receipt of material at port
Consignment Clearance at Seaport	48 Hours of receipt of material at port
Filling of Bill of Entry	24 Hours of receipt of material at port
Bill of Entry Submission to TSPL	72 Hours of clearance of consignment
Demurrage	Zero
Delivery to TSPL from Seaport after Consignment Clearance	8 days
Delivery to TSPL from Airport after Consignment Clearance	3 days
Submission of Bills	15 days of dispatch of material at port
EC Registration at Kandla	72 hours of receipt of Project registration Documents sent by TSPL
RA Confirmation	24 hours from the date of receipt of material at port[*To be done before filling BOE]
Bonding and ex-bonding	2 days of submission of documents/intimation by TSPL
Material receipt at port - intimation to TSPL	Within 12 hours from the date of receipt of material at Port.

*NOTE: Above mentioned timelines are considered as per working days. Any holiday in between shall be excluded.

The Service provider has to perform the job as per the TAT mentioned in above table. The TAT shall be calculated from the date of receipt of consignment in India and provision of documents required for clearance. In case of delay from above mentioned KPIs, LD shall be applicable as

per mutual discussion between two parties and the demurrage incurred (if any) will be paid by Service provider.

The above shall inter alia include the following services:

- To liaise and co-ordinate with shipping companies and customs authorities so as to ensure that all the goods of TSPL are properly covered in the IGM manifestation
- To follow-up regularly and collect documents, if any from shipping companies, TSPL and/or its agents including bankers;
- To ensure that various formalities both at customs house & dock are completed well in time so that there is no delay in processing of bill of entry and payment of custom duty, if applicable
- 100% compliance to the advance filing of bill of entry and other documents to customs so that the material can be easily cleared within duty free period from the port
- To ensure that TSPL is shown as importer in the IGM in all cases including the case where transaction is on high sea sale basis and to undertake such other work as may be required for customs clearance of goods covered by the high sea sale transaction
- To submit application/documents with customs authorities for grant of approval, if any which may be required for the purposes of filing of Bill of Entry, e.g. submission of application for issuance of Customs Release Advice
- To identify as to whether the goods covered by the import purchase orders are prohibited/restricted and advise TSPL accordingly
- To determine the correct tariff classification, customs valuation and duty calculation in respect of goods covered by various import purchase orders issued by TSPL In case any excess/short duty is paid or any other liability arises as a result of incorrect duty calculation and/or improper classification/valuation of imported goods, the service provider will be solely responsible for the same and will bear the resultant consequences
- To prepare and file bill of entry for all import shipments and undertake associated compliances. Service Provider will ensure 100% advance filing of the bill of entry and other customs documents. The clearance of material may be on merit rate of duty or under project imports scheme or any other scheme as may be applicable
- To verify and ensure that the bill of entry and other custom documents have been correctly generated and to obtain amended documents in case of any error
- To be responsible for the watch and ward of consignment at port including prevention of theft of consignment, quality deterioration for any reason etc.
- To undertake activity of de-stuffing of cargo, wherever applicable
- To ensure clearance of import consignments, free of demurrage/detention charges. In case any demurrage/detention charges become payable for reasons attributable to the Service Provider or could have been avoided by exercise of extra efforts by the Service Provider, the same will be treated as deficient provisioning of service and consideration payable to the service provider would be reduced to the said extent.
- To resolve any issue raised by the customs/port authorities and ensure that the customs clearance is not hampered due to the same
- To return following documents in original to TSPL immediately after clearance of the goods .
 - Duplicate and Triplicate copies of Bill of Entry
 - Set of documents received by CHA from vendor for particular consignment.
 - Invoice for bills submitted
 - Supporting document for all reimbursement charges
 - Out of Charge Order
 - Copy of TR-6 Challan
 - Customs attested invoice, packing list and other documents
 - Import Licence, if any

- Customs Release Advice, wherever applicable
- Examination Order, wherever applicable
- Statutory document in case applicable.
- Any other document.
- To keep TSPL informed about the expected time of arrival and berthing of the vessel carrying import shipments of TSPL together with the status of custom clearance on a day-to-day basis indicating inter alia TSPL's PO no, shipping details, bill of entry no. and date, N-Form no. and date (if applicable), LR no. and date, name of the transporter etc.
- To ensure while taking delivery of consignment at any port that the number of bundles/pieces/packages tally with the description given in related packing list and bill of entry. In case of any shortage/damages, Service Provider shall report the same to TSPL and arrange survey through TSPL's authorized surveyor(s). The Service Provider shall obtain non-delivery certificate/short landing certificate/landing remark certificate/damage certificate etc. as the case may be along with photographs and shall file a formal claim on behalf of TSPL after obtaining written approval of TSPL. The Service Provider shall also notify the customs authorities wherever required and will extend all necessary support to TSPL in settlement of claim with the insurance company
- To undertake such other work as may be required for the purpose of expeditious clearance of goods from Customs
- To perform all activities necessary for safe and speedy transportation of imported goods to TSPL site covering inter alia the following activities:
 - To arrange to lift the consignment immediately after customs clearance and undertaking the activity of loading of the same in trucks for transportation to TSPL's plant on same day of Out of Charge
 - To ensure that the imported goods are transported with requisite packing materials to prevent any damage or deterioration of materials during handling and/or in transit. In case of wooden crates/cardboard boxes, the same should be palletized and made adequately strong to withstand handling/transit shocks. In all cases whether crates, jumbo bags/ bags, the truck should be covered with adequate tarpaulins and should be water/moisture proof The transporter shall be responsible for all losses or damages caused due to improper packing/handling of goods and TSPL's assessment in the said regard would be final.
 - To transport the goods by road only in truck/trailer/XPS/TSPL nominated transporter. For all cases, TSPL's prior permission by email shall be obtained
 - To coordinate and follow-up with TSPL in connection with transit insurance of the materials and extend necessary support in the said regard including support required in connection with lodging/processing of insurance claim
- To prepare N-Form wherever applicable to dispatch the consignment without payment of Octroi at check-post. Service Provider shall get copy of N-Form duly endorsed by BMC Officials of the Octroi check-post. Service provider shall maintain the record of copies of all the N-Forms issued and duly endorsed by BMC Officials. Service Provider shall also undertake the activity relating to the closure of any outstanding N-Form with BMC Officials
- To ensure compliance under applicable laws in respect of materials requiring specific safety/environmental/other compliance during transportation
- To undertake/ensure compliances under various other applicable laws including but not limited to compliances in respect of Entry Tax, Octroi, LBT etc., collection/generation of documents as

required by check posts en-route .Service Provider shall also obtain necessary Octroi/Entry Tax/LBT/other exemption certificates, wherever applicable. In case due to non-compliance of any of the above, any consignment is detained by the authorities and/or any penalty is levied or exemptions are foregone, the same will be paid by the Service Provider only and TSPL will not be liable to reimburse the same

- To ensure the safe and secured delivery of the consignment as per the Packing List without any loss in quantity or quality. In case of any shortage in weightment at TSPL site arising as a result of theft, pilferage, accident, fire etc. or deterioration in quality arising as a result of reasons like adulteration, improper packing/handling etc., no payment shall be made in respect of materials deteriorated or not received. In all such cases, TSPL would be rightful to recover the replacement cost being FOR TSPL site value of such material quantity from the Service Provider's bill or security deposit/bank guarantee
- To ensure that the consignments are not withheld in transit enroute their transportation to TSPL site and immediately inform TSPL by e-mail/fax in case there is a breakdown of any vehicle during transit and put best efforts to get the vehicle repaired at the earliest possible time. If the vehicle repair is expected to take more than 24 hours, the Service Provider will make best efforts to deliver the material to TSPL by transferring the same in other vehicle. The Service Provider has to make best efforts to ensure no loss of quality & quantity during this activity.
- To ensure that trucks carrying imported consignments reach TSPL site within agreed time. In case any truck reaches TSPL site on Sunday/other public holiday, the same shall, for all practical purposes be deemed to arrive TSPL site only on the next working day. In case of arrival of truck beyond the stipulated time, TSPL shall be entitled to recover the loss/damage suffered by it in addition to the reduction in the service charges as specified elsewhere in this Agreement
- To diligently unload the imported materials at designated place at TSPL site. Service Provider shall ensure that proper equipments, manpower and other resources are deployed for the safe and faster unloading of the material at TSPL site. In case the imported consignment is brought in containers at TSPL site, the Service Provider shall also be responsible for transportation of the empty container back to port for returning the same to the shipping line/CFS.

2. General Obligations of the Service Provider

- The Service Provider shall faithfully and diligently carry-out obligations and comply with all the applicable laws and regulations
- The Service Provider shall obtain prior written approval from TSPL before submitting any bond/declaration or making any communication with the customs authority. Customs acknowledged copy of any such bond/declaration/ communication shall immediately be provided to TSPL Further. Original copy of any letter/document issued by the customs authority to TSPL which has been collected by the Service Provider shall also be immediately provided to TSPL
- In case of payment of any charges on behalf of TSPL. The Service Provider shall provide calculation and obtain prior written approval of TSPL before effecting the payment. Such payment shall be made by the service provider as pure agent of TSPL.
- The Service Provider will not use the name of TSPL in any manner either for credit arrangement or otherwise and it is agreed that TSPL will not be responsible for the debts of the Service Provider.
- The trucks provided shall be owned by the Service Provider. In case, the Service Provider deploys/uses hired trucks, the same shall not absolve the Service Provider from any of its obligations under this agreement or mitigate the liabilities arising out of the breach of conditions implied or expressed herein and the Service Provider shall continue to be solely

responsible for performance of obligations under this agreement. It is expressly understood that no relationship whatsoever exists or shall come into existence between TSPL and any third party consequent to any agreement or understanding between the service provider and any third party.

- The trucks/trailers should not be suspended or blacklisted and shall have at all times valid Registration Certificates. Certificate of Fitness, Insurance, PUC Certificate, Road Tax Payment receipt, Permits etc. as may be required for operating the vehicles for transportation as per RTO rule and regulations. The trucks should be in perfect roadworthy condition and its interior should be smooth at sides and bottom
- The Service Provider shall use lorry receipt having pre-printed serial number and reverse of the same shall provide the format of acknowledgement for the receipt of consignment by TSPL. Such lorry receipt must be clean and unconditional and any remarks like "said to contain" or at "owner's risk" shall be void and shall be deemed to be clean and unconditional. Acknowledgement for receipt of consignment by TSPL should be obtained on the lorry receipt with signature and rubber stamp of TSPL, name and designation of the person signing for TSPL, receipt quantity, date of receipt shortages, damages etc. Service Provider shall be solely responsible for losses arising to TSPL due to theft/misuse of lorry receipts.
- The Service Provider shall ensure that the trucks are loaded only to the extent of the permissible limit and shall not overload the vehicle. TSPL shall not be in any manner responsible for the penalties/other action taken by the authorities for transportation goods in violation of the RLW permissible limits. It is unambiguously agreed upon that the Service Provider shall be solely responsible to ensure that the goods loaded in the trucks are not in violation and/or breach of weight and volume limits prescribed in the RTO registration book
- TSPL shall insure all incoming material. In case of truck accident, the Service Provider will initiate action in accordance with the instructions of TSPL as well as its internal procedures/documentation required, requirements of Insurance Company, with which the Service Provider has familiarized himself prior to the commencement of this Agreement The Service Provider will be responsible for providing a damage certificate, Police FIR, spot survey report photographs, final investigation report and such other document or support as may be required by the insurance company. The Service Provider will be responsible for providing a truck fit to salvage the product from the accidental truck and deliver the goods to TSPL site at its cost. Loss to the extent not compensated by the insurance agency shall be recovered from the Service Provider and freight of the said truck shall be paid only after settlement of the insurance claim.
- If any truck remains missing for 3 days after the prescribed transit time the full value of the consignment will be immediately recovered from the Service Provider and no payment shall be made towards service charges in respect of such consignment. Amount to the extent of claim actually received by TSPL from the insurance company will be refunded to the Service Provider. However, If TSPL is convinced that the non-delivery is due to any malafide act of the Service Provider or its representative, TSPL reserves the right to recover from the Service Provider the full value of the consignment at the penal rate which may be up to twice the value of the concerned consignment. The decision of TSPL in this regard will be final and binding upon the Parties. Further, in case, the truck is found later on and the consignment is delivered in good condition, value of consignment earlier recovered from the Service Provider shall be refunded and charges for the consignment shall be paid subject to such reduction as specified elsewhere in this Agreement.

- Comprehensive Adequate Insurance cover shall be taken by the Service Provider in respect of all its equipment/assets & employees. The Service Provider shall also obtain a comprehensive insurance policy from an established insurance agency for each vehicle and keep such policy in force at all times to cover all risks of whatever nature inclusive of any damage caused by the trucks to TSPL's property. The Service Provider will produce for the perusal of TSPL the original insurance policy and proof of payment of all insurance premium and charges in respect thereof as and when demanded by TSPL
- The Service Provider shall refrain from giving any consideration or benefit - direct or indirect - including any compliment, gifts etc. to TSPL employees as this can be misconstrued as an offer to obtain business on consideration other than merit. However, if it is found that the service provider indulges in the above act, TSPL reserves its right to terminate this Agreement, without any prior notice and compensation.

3. Tenure

The contract shall be valid for a period of 2 years from the date of execution of the contract unless terminated earlier. The parties may mutually agree to extend the contract for a further period of 1 year. However, TSPL will be at liberty to terminate the contract with immediate effect in case the service provider fails to discharge any of its obligations as set forth in this contract.

4. Indemnification

The Service Provider shall at all times indemnify and hold TSPL, its employees, officers, directors, affiliates, agents, successors and assigns harmless from and against all actions, suits and proceedings by any party and from all costs, charges, expenses, losses, damages, duties, taxes, penalties, levies and all other liabilities which TSPL may be liable to pay, incur or sustain due to the acts/omission of the Service Provider, its employees, agents or sub-contractors. Without prejudice to its rights in the matter, TSPL shall be entitled to deduct/adjust from any dues payable to, or any security deposit/bank guarantee of the service provider, all amount(s) which TSPL may be liable to pay, incur or sustain as a result of the acts/omission of the service provider.

5. Contract Price

In consideration of the service provider carrying out the work set forth in this Contract in a qualitative and timely manner, TSPL hereby covenants to pay to the service provider the Contract Price as per the rates prescribed in Annexure 1 of this Contract subject to such deductions/adjustments as may be allowable in the Contract.

Except as otherwise expressly set forth in this Contract, the above prices are inclusive of all taxes and duties of whatsoever nature including but not limited to Road Tax, Entry Tax, R.T.O Tax and all other direct and indirect taxes/levies/surcharges imposed by any Central Government/State Government/Municipal Corporation or other bodies and shall remain firm and final and not liable to any change under any circumstance. However, service tax shall be extra to TSPL's account. Income Tax will be deducted at source at the applicable rates.

6. Payment Terms

CHA Payment Terms:

- a. Payment against SERVICE PROVIDER bills will be released within 45 days from the date of receipt of bills along with supporting documents at our office in finance, subject to compliance of all terms and conditions of the contract.

- b. Statutory charges viz., custom duty, CVD, SAD (Wherever applicable, stamp duty charges, port charges, DO (Shipping line) charges at actual will be reimbursed on actual basis submission of proper and certified document
- c. SERVICE PROVIDER be responsible for all accounting of all the advances made as per our contract terms for all the statutory charges and within the next billing cycle all the original bills shall be submitted along with corresponding evidence of payment made and receipt obtained from concerned shipping line, customs and port authorities.
- d. Bank charges (DD / Pay Order charges) wherever are paid, any statutory payment on TSPL's behalf will be reimbursed against documentary proof.
- e. All other charges related to import shipments will be paid by the service provider (after taking written approval from TSPL- Commercial and Finance) and will be reimbursed by TSPL on production of documents in support of such payments.

Transportation Payment Terms:

- a. The Service provider must submit the bills weekly, supported by the copies of duly acknowledged L.Rs and other dispatch documents showing that the delivery of the consignment was in accordance with the terms and conditions of the Agreement, together with the details of delivery date, damages, shortage etc.
- b. The payment will be released only after verification of all the concerned documents. Bills submitted with incomplete details I inadequate documents will not be paid.
- c. The payment will be made within 15 days from the date of receipt of complete bills in Finance.

7. Deficiency in provision of Service

- a. Any delay on the account of late clearance/non clearance shall entitle TSPL to deduct liquidated damages at 25% of the agency charges
- b. The service provider shall arrange to place mutually agreed no. of vehicles within 24 hrs of TSPL's official intimation over phone/email/letter. In case of failure to place the vehicle in time, liquidated damages can be levied on the service provider as per TSPL's discretion i.e. INR 3000/- per day shall be deducted for any delay
- c. In case the service provider fails to finish the total dispatches within 30 days of cargo arrival at port, a penalty of Rs.50/- MT per day shall be applicable on the balance material after the stipulated time period along with other demurrages at port, that shall be payable by service provider.
- d. The consignment entrusted to the service provider to be delivered at destination assigned as per the invoice within agreed transit time. In case of delays on the part of the service provider beyond the aforesaid acceptable delivery period, (excluding Sundays and central Govt. holidays 1f they fall at the due delivery time) the same shall be treated as deficient provisioning of service and accordingly TSPL will be entitled to. In addition to recovering the loss I damage suffered by TSPL levy liquidated damages upon the service provider @ Rs.200/- per MT per day of delay. This clause shall not be applicable in case of an accident or force majeure clause like strike, flood, earthquake, nots, thefts etc. However, service provider has to provide advance intimation a proof for the accident etc.
- e. Additionally, if the Service Provider fails to fulfil any of its obligations as per the parameters/standards set out in this agreement, the same shall also be treated as deficient provision of service and consequently, the service charges shall be reduced by INR 5,000/- per instance of non-performance/poor performance. The above reduction in charges shall be without prejudice and in addition to any other contractual right including recoveries which TSPL may have against the Service Provider under the agreement.

8. Assignment

The Service Provider shall not assign or transfer, directly or indirectly, any of its liabilities, rights and benefits under this Agreement in favour of any third party, without the prior written consent of TSPL.

9. Secrecy & Confidentiality

The service provider shall treat all the information of imported orders, specifications, documents, data manuals etc. in any form (hereinafter referred to as "Information") that comes to his possession during the course of execution of this contract as proprietary information of TSPL. The information obtained by the Service Provider under this Agreement is for the sole use for the execution of work under this Agreement and shall be treated as strictly confidential by the Service Provider, its representatives, employees and/or agents. Service Provider undertakes that the information shall not be disclosed/passed to any third party for any purpose whatsoever without prior written approval of TSPL in writing and shall not use the information for purposes other than for which they are meant for whether such information has been furnished prior to during, or after the Agreement. The information in original duplicate. Photostat or in any electronic form shall not be retained by the Service Provider and shall be returned to TSPL immediately on completion/termination of this Agreement

10. TSPL's right to place parallel contracts

TSPL reserves the right to place contract(s) with any other service provider(s) at any time during the currency of this contract as it may deem fit. Also, if the service provider fails to perform its obligations under this Contract within a reasonable time for any reason whatsoever. TSPL reserves its right to assign the job to any other service provider at the risk and cost of the service provider besides recovery of all losses from the service provider.

11. Entire Agreement

This Agreement and its annexure constitute the entire agreement between the parties with respect to the subject matter hereof. It sets forth all intended rights and obligations and supersedes any and all previous agreements and understandings between the parties with respect to the subject matter hereof. Any modification of the terms and conditions of this agreement shall be in writing and signed by authorized representatives of both the parties.

12. Waiver of Rights

No forbearance, delay or influence by TSPL in enforcing any of the provision of this agreement shall prejudice or restrict the rights of TSPL nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for TSPL is exclusive of any other right, power or remedy available to TSPL and each right, power or remedy shall be cumulative. Any time concession or indulgence granted or shown by TSPL to the Service Provider as regards any of the terms of the Agreement will not prejudice TSPL's right under this Agreement and/or law.

13. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision

14. No indirect or consequential damages

The Service Provider shall not be entitled for any reason, whatsoever, for any loss of profit or consequential or remote or indirect damages.

15. Notices

All notices under this agreement shall be in writing and in English language and will be served, either by hand delivery or by registered post addressed to the other party at the address set out in this agreement.

16. Statutory Compliances

The Service Provider shall be solely responsible for complying with the provisions of the Customs Act, 1962, Customs Brokers Licensing Regulations, 2013, Finance Act. 1994, 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, Central Motor Vehicles Act, 1988, MSIHC (Manufacture. Storage and Import of Hazardous Chemicals) Rules, 1989, various rules and regulations issued under the said acts and other laws, to the extent applicable The Service Provider shall obtain and shall at all times be in possession of requisite licences/permits etc. required for carrying out the services as set out in this Agreement.

TSPL shall be entitled to deduct/adjust from amount payable to the service provider, any dues, wages, compensation on accident or death, expenses incurred for benefits, provision for amenities and amounts paid or payable by TSPL in compliance with the applicable laws, in respect of persons/employees of the service provider.

17. Relationship between the Service Provider and TSPL

Nothing in the Agreement shall be construed to imply a joint venture, partnership or co-employment or joint employment between TSPL and the Service Provider. Personnel engaged/employed by a party shall be employees of that party only and will not, for any purpose be, considered as employees of the other party. Except as may otherwise be provided in this Agreement, each party shall be solely responsible for the supervision, direction and control of its employees and payment of their salaries/wages, benefits, provision for amenities, compensation, disability benefits etc.

18. Force Majeure

Time being the most important feature of the Contract, if either Party is materially and adversely prevented from the performance of its obligations in whole or in part for reasons of "Force Majeure" such as earthquake, flood , explosion , lightening, storm, landslide, plant shut-down, natural calamity or act of god, war. Hostilities (whether declared or undeclared), civil commotion, terrorism, sabotage or acts of public enemy, and such acts, events or circumstances are not within the affected Party's reasonable control, were not reasonably foreseeable and could not have been prevented or overcome by the affected party through the exercise of reasonable skill or care in compliance with Good Industry Practice, then the affected party must notify the other party about the happening of such eventuality and its cessation as soon as reasonably practicable, but not later than 7 (seven) days from the date of occurrence and cessation of the Force Majeure. Such notice shall include reasonable particulars of the event of Force Majeure, and will be followed by its effects on the Party claiming relief and a proposal indicating the remedial measures to mitigate the consequences of such Force Majeure event. The period of Force Majeure shall be excluded from the time specified for

fulfilment of any obligation of the Party prevented by the Force Majeure Neither Party can claim an compensation from the other Party on account of any Force Majeure Event. However, the Service Provider shall take all reasonable steps to continue to perform its obligations under the Contract and to minimize the adverse effects of such circumstances

If the performance in whole or part of any obligation under this Agreement is delayed by reason of any such eventuality for a period exceeding 14 days, the parties shall meet and review in good faith the desirability and conditions of terminating this Agreement.

19. Arbitration & Jurisdiction

In the event of any dispute arising out of the performance or the interpretation of this Agreement, the parties hereby agree to make every effort to reach an amicable settlement. In case of failure to settle the dispute as aforementioned, such dispute shall be referred to the Sole Arbitrator to be appointed by TSPL. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bathinda, Punjab and language of arbitration shall be English. The Parties agree that any arbitration award shall be final and binding upon the Parties.

The Service Provider agrees that it shall be obliged to carry out its obligations under the Contract even in the event a dispute is referred to Arbitration. It is further clarified that TSPL shall be entitled to retain any sum or portion of contract price which has become due and payable, for any unfinished work or any subject matter under arbitration.

This contract shall be construed in accordance with and governed by the laws of India and in the event of any litigation the jurisdiction of this Contract shall be that of the courts in Bathinda, Punjab.

20. Termination

This Agreement shall be terminated by TSPL without any prior notice under the following circumstances:

- a. Service Provider has become insolvent; or
- b. Service Provider and/or its employee(s) has been convicted of any crime which, in TSPL's reasonable judgment, is likely to adversely affect the goodwill of TSPL; or
- c. Failure of the Service Provider to comply with any of the provisions of the Agreement and/or applicable laws where the Service Provider does not immediately initiate corrective measures; or
- d. Failure of Service Provider to adhere to the time schedule; or
- e. Service Provider assigns the Agreement to any third party without obtaining the consent of TSPL in writing; or
- f. Service Provider abandons the work for any reason, whatsoever; or
- g. If any of the representations/statements etc. made by the Service Provider in connection with this Agreement are found to be incorrect; or
- h. Other circumstances as specified elsewhere in this Agreement

The termination by TSPL for reason stated above shall be without prejudice to other rights and remedies available to TSPL under this Agreement and/or Law.

Notwithstanding anything contained in this Agreement, this Agreement can be terminated by TSPL without any compensation, for any reasons whatsoever, by giving one month's notice in writing to the Service Provider.