



**TALWANDI SABO POWER LTD OPERATIONS - MANSA-TALWANDI SABO ROAD, VILLAGE  
BANWALA, MANSA, PUNJAB-151302, INDIA**

**PO Number : 6600016965**

Vendor Details		Purchase Order Details		Buyer Details	
<b>Vendor Code</b> 157376 <b>Vendor Name</b> A One Salasar Private Limited <b>Email:</b> sales@salasarauction.com , Tel - 7710024008 <b>Address:</b> Vasudev Chambers, Mulund Goregao Link Road, MULUND, MAHARASHTRA-400078, INDIA <b>GSTIN Number :</b> 27AAOCA5506C1ZV		<b>Order No. :</b> 6600016965 <b>Date :</b> 11-May-23 <b>Order Type :</b> Service <b>Version :</b> 0		<b>Buyer :</b> Himanshu Mukheja <b>Contact :</b> 8194928779 <b>Mail ID :</b> Himanshu.Mukheja@vedanta.co.in	
		<b>Priority :</b> Normal <b>Version Date :</b> 05-Dec-18			

**Header Text:**

We are pleased to confirm you the Contract for "Service for Dry Fly Ash Sale E-Auction" at TSPL



NFA: WS3970576743


NOTE:


1. Please ensure that vehicle carrying the material is having all the required documents including RC, Fitness certificate, driver's license, Driver's valid identity proof & back horn.
2. The material should be accompanied by the documents such as original invoice, LR, warranty certificate, E-Way Bill, etc.
3. **MAKE SURE E-WAY BILL IS GENERATED AND SUPPLIED ALONG WITH MATERIAL DURING DELIVERY**
4. **WITHOUT ABOVE MENTIONED DOCUMENTS** and fulfilment of vehicular requirement, **ENTRY SHALL NOT BE ALLOWED** inside TSPL.
5. Material receipt shall be during 10:00 Hours to 1500 hours only during any working day.
6. Vehicles reporting for delivery to comply with TSPL Safety guidelines and Covid -19 guidelines. Manpower used for delivery of material (Drivers/helpers/Representatives etc.,) to follow TSPL safety guidelines and Covid -19 guidelines.
7. **GST NUMBER FOR TSPL: 03AACCT6775G1Z9**

SCOPE OF WORK:

- a) Drafting the Auction Catalogue and forwarding it for your approval prior to publishing
- b) Approved Catalogue to upload on our Website [www.salasarauction.com](http://www.salasarauction.com)
- c) Contact the entire potential buyers through Phone/SMS/E-Mails for Various lots/locations being put up in the Auctions.
- d) Conducting digital marketing and promotions through various other sources.
- e) Follow up with bidders for participation in the auctions & facilitating for deposition of EMD/CMD.
- f) To provide a platform for online bidding
- g) Helping & train the bidders for the bidding process on our website through Mock Auction
- h) After completing the e-Auction, Auction Report will be submitted to Company.
- i) EMD/CMD DD for non-successful bidders shall be returned to them by us after the expiry of the timeline i.e. 48 hrs. Of Auction completion or your approval if the condition in the catalog prevails.

		<div>TALWANDI SABO POWER LIMITED</div> <div>TALWANDI SABO POWER LTD OPERATIONS - MANSA-TALWANDI SABO ROAD, VILLAGE BANWALA, MANSA, PUNJAB-151302, INDIA</div> <div>GSTIN: 03AACCT6775G1Z9</div>								
0000157376    A One Salasar Private Limited							PO Number : 6600016965			
j) To declare the result based on your confirmation to the highest bidder										
Item No	Material	HSN Code	Material Description	Order Qty	UOM	Delivery Date	Gross Price	Gross Value		
00010			E-Auction for DFA sale to brick plants	1	AU	12-May-23	10,000	10,000		
<div>For internal reference</div> <div>PR: 2000056643/00010</div> <div>Department :    TSPL CIVIL</div> <div>Requisitioner :    Shashwat Kasar</div>						Discount %	0	0		
						P & F %	0	0		
						Freight:		0		
						CGST%	0	0		
						SGST%	0	0		
						IGST %	18	1,800		
						Other Taxes:		0		
						Total With Tax :		11,800		
						Currency :		INR		
Delivery Schedule										
Scheduled Qty		Delivery Date								
1		12-May-23								
Service Details										
Line Item	Service Code	SAC Code	Description	Order Qty.	UOM	Rate	CGST	SGST	IGST	Total
0000000010	SAD761215010011	998717	WSMG;PLSC,SCRP CLCTN & DSPS	1	LSM	10,000	0	0	1,800	1,800
PROVIDE: WASTE MANAGEMENT; TYPE: PLANT SCRAP, DETAIL 1: SCRAP COLLECTION & DISPOSAL, DETAIL 2: COLLECTION & DISPOSAL TEAM WITH EQUIPMENTS/VEHICLE, TRANSPORTATION ARRANGEMENT: VENDOR, OPERATING AREA: REFINERY, RATE TYPE: OPERATING										
Item No	Material	HSN Code	Material Description	Order Qty	UOM	Delivery Date	Gross Price	Gross Value		
00020			E-Auction for fly ash fy23-24	1	AU	12-May-23	10,000	10,000		
						Discount %	0	0		
						P & F %	0	0		
						Freight:		0		
						CGST%	0	0		
						SGST%	0	0		

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<b>For internal reference</b> PR: 2000056787/00010 Department :    TSPL CIVIL Requisitioner :   Shashwat Kasar								IGST %		18	1,800	
								Other Taxes:		0		
								Total With Tax :		11,800		
								Currency :		INR		
Delivery Schedule												
Scheduled Qty	Delivery Date											
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PROVIDE: WASTE MANAGEMENT; TYPE: PLANT SCRAP, DETAIL 1: SCRAP COLLECTION & DISPOSAL, DETAIL 2: COLLECTION & DISPOSAL TEAM WITH EQUIPMENTS/VEHICLE, TRANSPORTATION ARRANGEMENT: VENDOR, OPERATING AREA: REFINERY, RATE TYPE: OPERATING												
<div><div></div><div><div>Basic Value :</div><div>Discount :</div><div>P&amp;F charges:</div><div>Freight:</div><div>Taxes:</div><div>Amount in words :    Twenty Three Thousand Six Hundred Only ( INR )</div></div><div><div>20,000</div><div>0</div><div>0</div><div>0</div><div>3,600</div><div>Grand Total :    23,600</div></div><div><div></div><div></div><div></div><div></div><div></div><div>INR</div></div></div>												
Pricing types:												
The prices shall remain firm till validity of the contract												
Terms of delivery:												
Mobilization Period: Mobilization of manpower, material, tools and machinery shall be done within 3 days from the date of issuance of PO or date of intimation of site clearance by TSPL EIC. In case there is delay in issuance of gate pass by TSPL due to non-provision of required documents as per the process, the same shall be in vendor's account.												
Terms of payment:												
100% of Payment shall be done within 45 days against Approved Invoice by TSPL EIC.												
Warranties:												
12 Months from the date of Commissioning the Project.												

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GST:		
GST @18% Extra		
Delayed Delivery:		
In case the vendor is not able to completely the task penalty of @ .5% per week or part thereof of delay period, subject to maximum of 10 % of specific contract value shall be levied.		
Insurance:		
In vendor's scope		
Payment Terms:		
100% of Payment shall be done within 45 days against Approved Invoice by TSPL EIC.		
Special Instructions:		
a),,Drafting the Auction Catalogue and forwarding it for your approval prior to publishing.		
b),,Approved Catalogue to upload on our Website www.salasarauction.com		
c),,Contact the entire potential buyers through Phone/SMS/E-Mails for Various lots/locations being put up in the Auctions.		
d),,Conducting digital marketing and promotions through various other sources.		
e),,Follow up with bidders for participation in the auctions & facilitating for deposition of EMD/CMD.		
f),,To provide a platform for online bidding.		
g),,Helping & train the bidders for the bidding process on our website through Mock Auction.		
h),,After completing the e-Auction, Auction Report will be submitted to Company.		
i),,EMD/CMD DD for non-successful bidders shall be returned to them by us after the expiry of the timeline i.e. 48 hrs. Of Auction completion or your approval if the condition in the catalogue prevails.		
j),,To declare the result based on your confirmation to the highest bidder		
Other Terms & Conditions:		
MASTER PROCUREMENT AGREEMENT		
BETWEEN		
[Talwandi Sabo Power Ltd.]		
AND		
(Vendor Name as mentioned on Page 1 of this purchase order)		
MASTER PROCUREMENT AGREEMENT		
This MASTER PURCHASING/ PROCUREMENT AGREEMENT (MPA) (hereinafter the "Agreement") made at TSPL, Mansa on (Date as mentioned in this purchase order on Page 1) BY AND BETWEEN [Talwandi Sabo Power Ltd.], a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at Mansa , hereinafter referred to as (the "Company/Purchaser") which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, shall include its successors and assigns) of the ONE PART;		
AND		
(Vendor Name as mentioned on Page 1 of this purchase order), a company /sole proprietorship/partnership acting through its representative, Mr. / Ms. [as mentioned on Page 1 of this purchase order] and having its registered office at [address of the vendor as mentioned on Page 1 of this purchase order] and principal office at [address of the vendor as mentioned on Page 1 of this purchase order] (hereinafter referred to as "Supplier", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the OTHER PART.		
The Company/Purchaser and the Supplier shall be individually referred to as the "Party" and collectively as the "Parties".		
RECITALS WHEREAS the Company is engaged, inter alia, in the business of Power Generation AND WHEREAS Supplier is engaged, inter alia, in the business of supply of material to be used directly/indirectly for power generation AND WHEREAS the Supplier has approached the Company and offered to provide such materials as specified in the Scope of Services of this Agreement detailed in ANNEXURE-I (hereinafter for the sake of		

	<div>TALWANDI SABO POWER LIMITED</div> <div>TALWANDI SABO POWER LTD OPERATIONS - MANSA-TALWANDI SABO ROAD, VILLAGE BANWALA, MANSA, PUNJAB-151302, INDIA</div> <div>GSTIN: 03AACCT6775G1Z9</div>	
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<p>brevity referred to as the "Material or Services (as relevant)" and has represented that it has the necessary expertise, infrastructure and experience to efficiently provide such Material or Services to the Company; AND WHEREAS based on the said representation, the Company has agreed to seek the Material or Services from the Supplier on a non-exclusive basis as per the terms and conditions detailed herein NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:</p> <p>1. DEFINITIONS &amp; INTERPRETATION</p> <p>1. DEFINITIONS</p> <p>In this Agreement, except where the context otherwise requires, capitalised words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:</p> <p>1.1.1 "Affiliate" shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;</p> <p>1.1.2 "Agreement" means this Agreement entered into by and between the Parties hereto together with any and all Annexures, appendices, schedules, addendums and amendments hereto as well any Purchase Order(s) issued thereunder, signed by the authorized representative of the Parties shall be deemed to be read as an integral part of this Agreement.</p> <p>1.1.3 "Claims" shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees)</p> <p>1.1.4 "Deleterious material" shall mean any element, compound present in the goods which is not part of standard Specification or a typical assay as per the purchase order or agreement and which is likely to cause or may in general probability cause harm or damage to the operations of the Purchaser and also restricts or affects performance of the goods as per the desired / industry / specified standards.</p> <p>1.1.5 "Effective Date" shall mean the effective date of issuance of Purchase Order to the supplier;</p> <p>1.1.6 "Fees" shall mean the prices and/or rates payable by the Company in respect of the Material or Service and/or as specified in Annexure-II and/or the relevant Purchase Order.</p> <p>1.1.7 "Material" shall mean the goods, equipment, or products (or parts thereof) to be purchased or to be supplied in accordance with this Agreement and/or as specified in the Purchase Order.</p> <p>1.1.8 "Governmental Authority" shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question.</p> <p>1.1.9 "Personnel" shall mean any personnel provided by Supplier and utilized to perform the Services at the specified / agreed location.</p> <p>1.1.10 "Purchase Order" shall mean (i) the written instruction by Purchaser issued to Supplier for the provision of Material or Services under this Agreement, which shall include the specific requirements with respect to the scope of work, applicable rates and charges and the location of the Site; and (ii) if applicable, the oral instruction under this Agreement which shall be reduced to writing as soon as practicably possible including the specific requirements described above.</p> <p>1.1.11 "Purchasing Group" shall mean and include Purchaser and its Affiliates.</p> <p>1.1.12 "Representative" in respect of the Purchaser and the Supplier to include the persons so identified on the Purchase Order as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier.</p> <p>1.1.13 "Services" means the tools, equipment, materials, supplies and Personnel to be provided by Supplier and the work to be carried out as specified in the Agreement and/or any Purchase Order. Provided however, that the same shall not include purchase / sale of Material.</p> <p>1.1.14 "Site" shall mean the location where Purchaser wishes Supplier to supply the Material and/or provide the Services.</p> <p>1.1.15 "Specification" includes but is not limited to assays whether typical or otherwise or the scope or technical parameters of the Material or Services attached to or referred to in this Agreement and/or any Purchase Order. Further Specification shall, in case of Material, always include being free from Deleterious material.</p> <p>1.1.16 "Supplier Group" shall mean and include Supplier, its Affiliates and its and their sub-suppliers and suppliers of any tier and its and their respective Affiliates.</p> <p>1.1.17 "Term" the term of this Agreement is defined in Clause 2 of this Agreement.</p> <p>1.1.18 "Trade Usage" refers to generally accepted practice or norms in relation to expected standards, permissible deviation, internationally accepted scientific data, foreseeable consequences attributable to deviation beyond permissible deviation established over a period of time in course of commercial dealing between the parties to this Agreement or their associates.</p> <p>1.1 INTERPRETATION</p> <p>In this Agreement:</p> <p>1.2.1 Headings are for convenience only and shall not govern or affect the interpretation of the Agreement;</p> <p>1.2.2 Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice versa;</p> <p>1.2.3 Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any sub-ordinate legislation made under it;</p> <p>1.2.4 References to persons include companies, corporations, partnerships, associations, and other organizations whether or not having a separate legal personality;</p> <p>1.2.5 Except where otherwise indicated, reference to clauses, sub-clauses, recitals and annexures shall be to the clauses, sub-clauses, recitals and Annexures of this Agreement;</p> <p>1.2.6 "including" means "including without limitation";</p> <p>1.2.7 The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply;</p> <p>1.2.8 If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a business day as per Trade Usage, that act, matter or thing shall be done on the preceding business day.</p> <p>2. SCOPE OF CONTRACT</p>		

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<div>2.1 The effective date of this Agreement shall be date of purchase order as mentioned on Page 1 (hereinafter the "Effective Date") and this Agreement shall be valid for a period (as mentioned in delivery terms or supply list of this purchase order) from the Effective Date / up to (as mentioned in delivery terms or supply list of this purchase order ) ("Term").</div> <div>2.2 The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the Company hereunder.</div> <div>2.3 Nothing in this Agreement shall obligate the Purchaser or any of its Affiliates to order any Material or Services from the Supplier.</div> <div>OPTION: From time to time, the Company may issue a Purchase Order to the Supplier specifying the Materials to be provided or Services to be performed by Supplier. Supplier's written acknowledgement (through letter, email or the like), shipment or performance under any Purchase Order, or any part thereof, will constitute acceptance by Supplier of all terms and conditions of the Purchase Order without any reservation.</div> <div>3. DELIVERY/PERFORMANCE</div> <div>3.1 Time shall be of the essence and any Services performed or Materials delivered shall be in strict accordance with any time or schedule specified hereunder as per the Scope of Services at ANNEXURE-I. Further, Services performed or Materials so delivered shall be in strict accordance with the quality parameters and Specifications, specified in this Agreement and/or the Purchase Order or the relevant Trade Usage where no such parameters and Specifications are so specified.</div> <div>4. CARRIAGE AND DELIVERY INSTRUCTIONS RELATING TO MATERIAL</div> <div>4.1 Unless otherwise specified herein, the International Chambers of Commerce official rules for the interpretation of trade terms (Incoterms) are incorporated into the Agreement by reference.</div> <div>4.2 The delivery instructions shall be governed by and construed in accordance with the provisions of Incoterms 2010 published by the International Chamber of Commerce as may be amended from time to time.</div> <div>4.3 Unless otherwise stipulated in this Agreement and/or Purchase Order, all Material supplied under the Purchase Order shall be delivered Carriage and Insurance Paid (CIP) to the delivery address specified in this Agreement and/or Purchase Order. Material shall be adequately packed, palletised and protected to withstand transit and short term storage. Packages shall be clearly and conspicuously marked with the Purchase Order number, and a packing note shall be enclosed within the package. Dangerous Goods shall, at all times, be accompanied by the relevant material safety data sheet(s) ("MSDS").</div> <div>5. TRANSPORTATION RELATING TO SERVICES</div> <div>In the event Services are provided, Supplier shall, unless otherwise stipulated in the Purchase Order, be responsible for all transportation of the Personnel, equipment and materials from and to Supplier's base, or other location, to and from any Site designated in the Purchase Order. Purchaser reserves the right to recover the costs of non-routine transportation due to default of Supplier.</div> <div>6. RISK AND PROPERTY</div> <div>6.1 Unless otherwise stipulated in such Purchase Order, title to and risk of loss for the Goods shall remain with Supplier and shall only pass to Purchaser following full delivery and acknowledgement by possession of the Material to the delivery address by Purchaser or Purchaser duly authorized representative specified in the Purchase Order.</div> <div>6.2 Whenever Purchaser is not the ultimate consumer of the Material, all rights, benefits and remedies conferred upon Purchaser by the provisions of this Agreement, including specifically the benefit of any warranties and transfer of title, shall accrue to and shall be for the express benefit of any third party customer and on whose behalf or for whose benefit the Purchaser has purchased the Material.</div> <div>7. PERFORMANCE OF THE SERVICES</div> <div>7.1 The Supplier shall diligently perform all Services with all due skill and care in a safe, competent and timely manner and in accordance with the requirements of this Agreement and/or relevant Purchase Order.</div> <div>7.2 Except to the extent that it may be legally or physically impossible, the Supplier shall comply with all instructions from Purchaser or its designated personnel consistent with the provisions of this Agreement and /or the Purchase Order.</div> <div>7.3 Purchaser shall have the option to select or decline any Personnel being used by the Supplier in connection with the supply of Materials or provision of Services, which shall not be unreasonably exercised, and the Supplier shall forthwith replace such Personnel at the Supplier's cost and shall:</div> <div>(a) Only provide Personnel who shall be trained, skilled, experienced, qualified and of type and number for the Services that they will be required to perform;</div> <div>(b) Ensure that all Personnel shall have been examined by a registered physician in accordance with current recommended medical standards and be certified as fully fit and suitable to work in the specified Site environment prior to commencing work. The cost thereof shall be to the account of the Supplier. Such certificates shall be made available to Purchaser;</div> <div>(c) Supplier shall not reassign any key Personnel during the course of performing the Services without first securing Purchaser's written consent. Purchaser in its sole discretion may direct Supplier in writing to remove and/or replace any such Personnel at Supplier's cost; and</div> <div>(d) ensure that all Personnel are subject to and agree to be bound by Purchaser's policies regarding safety, security, and drug and alcohol testing, and in particular the Vedanta Corporate Policy Directive ("Possession of Contraband Items") attached hereto as EXHIBIT A and related policies at any time when such Personnel are present at the Site, provided said Corporate Policy Directive and/or its related policies are not in violation of applicable statutes, laws, rules or regulations.</div> <div>7.4 Unless otherwise specified in the Purchase Order, the Supplier shall, at its own expense, sufficiently furnish all tools, equipment, machines, appliances, parts, material and supplies necessary for the efficient and continuous performance of its obligations. Throughout the Term the Supplier covenants that equipment supplied by it will be fully certified, will meet all relevant government standards, will have been tested and will be in full working order without any damage or defect.</div> <div>7.5 The Supplier shall, at its own expense, furnish to its Personnel all personal protective equipment ("PPE") including, but not limited to, gloves, hard hats, safety glasses, steel toed boots and task specific safety gear (e.g., fall protection, respiratory protection, radios, tripods, etc.), etc., necessary for the performance of its obligations at the Site. All Supplier equipment to be used at heights shall be tethered, no-drop tools specifically engineered and manufactured for the purpose of working at heights. Supplier shall maintain all PPE and no-drop tools in first class condition, properly maintained, of best quality for their respective purpose, free from defects and in certification throughout the duration of the Purchase Order. Purchaser shall have the option to suspend work at no additional cost to Purchaser and/or to remove any or all Personnel from the Site should such Personnel fail to comply with these requirements and Supplier shall forthwith replace such Personnel at Supplier's sole cost and expense.</div> <div>7.6 Purchaser shall have no direction or control of such parties, except for monitoring the results to be obtained and in Purchaser's general right of inspection to require that the Material are being supplied or Services are being</div>		





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performed in accordance with this Agreement or any applicable Purchase Order.

### 8. PAYMENT

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

8.2 If Purchaser disputes all or any part of any invoice, it shall notify Supplier specifying the disputed parts thereof. Supplier shall withdraw the disputed invoice and submit an amended invoice for the undisputed amount and Purchaser shall pay this amount within forty-five (45) days of the date of receipt of the amended invoice. Purchaser and Supplier shall endeavour to settle the disputed amount as quickly as possible through good faith negotiations.

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

### 9. ACCESS

9.1 Purchaser shall have the right of access to Supplier's premises to inspect the progress of manufacture, testing and commissioning of the Material and / or the performance of Services to otherwise satisfy itself as to compliance of the Material and/or Services with the Agreement. Supplier shall procure similar rights of access for Purchaser at the premises of any sub-supplier. Inspection of the progress of manufacture, testing and commissioning of the Material and the performance of the Services by Purchaser shall in no way relieve Supplier of its liabilities and obligations under the Agreement or otherwise.

### 10. SUSPENSION

10.1 Notwithstanding anything to the contrary in this Agreement, Purchaser may, at its sole discretion, suspend this Agreement / any Purchase Order, in whole or in part, upon twenty-four (24) hours written notice to Supplier for any reason whatsoever. The Purchaser shall promptly notify the Supplier in writing of the same.

10.2 In the event of written notice pursuant to Clause above, Supplier's failure to perform the Purchase Order to the standards required by the Purchase Order and Supplier's material breach of any of its obligations under the Agreement, 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.

10.3 Subject to Clause above, in the event of suspension of a Purchase Order, the Material being supplied under such Purchase Order shall, at Purchaser's discretion, either be delivered to the delivery address or shall be securely and separately stored at Supplier's premises, at Purchaser's sole cost and expense, and marked as the property of Purchaser until either the manufacture and/or provision of such Material is resumed or Purchaser terminates the Purchase Order and instructs Supplier with regard to the disposal of the Material stored at Supplier's premises. The proceeds of the disposal shall be adjusted against any compensation payable hereunder.

### 11. SUPPLIER OBLIGATIONS

11.1 The Supplier warrants that the Material and Services shall:

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

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

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

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

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

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

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

11.2 The Supplier further warrants that the Material and Services shall conform with all laws applicable to:

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

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

11.3 The Supplier warrants that it shall at all times and at its own expense:

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

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

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

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


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



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

(g) notify the Purchaser's representative promptly as soon as it becomes aware of any breach of laws or any health and safety or issue which arises in relation to the Material or Services (which notification shall not release the

	<p align="center"><b>TALWANDI SABO POWER LIMITED</b></p> <p align="center"><b>TALWANDI SABO POWER LTD OPERATIONS - MANSA-TALWANDI SABO ROAD, VILLAGE BANWALA, MANSA, PUNJAB-151302, INDIA</b></p> <p align="center"><b>GSTIN: 03AACCT6775G1Z9</b></p>	
<b>0000157376    A One Salasar Private Limited</b>		<b>PO Number : 6600016965</b>
<p>Supplier from any liability and/or obligations in respect of such breach, hazard or issue);</p> <p>(h) notify the Purchaser's representative promptly after it becomes aware that the Purchaser is not or may not be complying with any of the Purchaser's obligations, provided that the Supplier shall not be entitled to rely on such notice as relieving the Supplier's performance under the Agreement, save to the extent that it actually restricts or precludes performance of the Supplier's obligations.</p> <p>(h) co-operate with the Purchaser in all matters relating to the Services;</p> <p>11.4 The representations and warranties mentioned herein shall survive any inspection, test, performance, acceptance or payment pursuant to the Agreement and shall be extended to any repaired or replaced Material or substituted or remedial Services provided by the Supplier.</p> <p>11.5 Without prejudice to any other rights which Purchaser may have hereunder, Supplier shall, at Purchaser's option and Supplier's cost, either repair or replace any and all Material which fail or are found to be defective within a period of eighteen (18) months from the date of delivery or twelve (12) months from the date of commencement of use, whichever is the later. If Supplier is required to repair or replace defective Material, the warranty period shall be renewed for the repaired or replaced Material.</p> <p>11.6 If the Supplier fails to rectify such breach in supply of the Material or Services, which being capable of remedy is not remedied within fourteen (14) days of notice of such default, the Purchaser may at its discretion and without prejudice to other rights and remedies under this Agreement or otherwise, avail itself of any one or more of the remedies as hereunder:</p> <p>(a) reject the Material (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that the Supplier shall immediately pay to the Purchaser a full refund for the Material so returned;</p> <p>(b) give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Material or Services or to supply replacement Material or substitute Services and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled within a reasonable period specified by the Purchaser;</p> <p>(c) refuse to accept any further deliveries of the Material or subsequent performance of the Services which the Supplier attempts to make, in each case without any liability to the Purchaser;</p> <p>(d) carry out or procure that some other person carries out at the Supplier's expense any work necessary to make the Material and/or Services comply with this Agreement (including but not limited to freight, disassembly and reassembly);</p> <p>(e) instruct the Supplier to suspend performance of its obligations under this Agreement with immediate effect and to take such steps as the Purchaser may direct in order to remedy such breach at the Supplier's expense;</p> <p>(f) claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of this Agreement;</p> <p>(g) opt to use or consume the Material in the event of non-availability of substitute goods or to maintain operations of the Purchaser's plant or to avoid plant shut down but without prejudice to its right to claim damages attributable to consequences arising due to off-Specification Material;</p> <p>(h) obtain substitute Material or purchase substitute Services from alternate supplier at Supplier' cost.</p> <p>11.7 If the Purchaser exercises its rights under clause 11.6 sub-clause (b), (d) and/or (e) above in respect of Material which do not, in the Purchaser's opinion, meet the requirements specified in the Agreement, the Supplier shall grant necessary right to the Purchaser to utilize the relevant Material until such time as they meet those requirements.</p> <p>11.8 Notwithstanding anything to the contrary in this Agreement, there shall be no obligation whatsoever on the Purchaser to accept any defective or sub-standard quality Material and/or Service, delayed delivery and/or performance of the Agreement and it is expressly agreed by the Parties that acceptance of such defective or sub-standard quality Material / Service, delayed delivery and/or performance by the Purchaser in its sole discretion, shall not prejudice any right / claim of the Purchaser to damages for supply of such defective or sub-standard quality Material / Service, delayed delivery and/or performance and / or for breach of the Agreement. In the foregoing, the Purchaser shall reasonably determine the amount of damages that shall be leviable upon / payable by the Supplier. Any damages so determined by the Purchaser shall be paid by the Supplier within fifteen (15) days. The levy of damages / acceptance of performance, as above, shall not prejudice any rights of the Purchaser as per other terms of this Agreement / Purchase order.</p> <p>11.9 In the event of a breach by the Supplier of its obligations under this Agreement, the Purchaser shall have the right to terminate the Agreement and / or the Purchase Order issued thereunder in whole or in part or to rescind the Purchase Order, in each case without any liability to the Purchaser.</p> <p>11.10 The Purchaser reserves the right to reject Material in case it is supplied prior to the scheduled delivery date until otherwise specifically waived-off in writing by an authorized Representative from the Purchaser's commercial department, prior to dispatch.</p> <p><b>12. SPECIFICATION VARIATION</b></p> <p>Purchaser may, at any time, make changes within the general scope of the Agreement and/or Purchase Order by giving written notice to Supplier. Such changes may include changes to the technical Specification of the Material (where such Material are manufactured to order), quantities, method of shipping and/or packing, inspection standards and place of delivery. Upon receipt of such variation request, if any such change affects the purchase price and/or delivery date, Purchaser and Supplier shall agree upon an adjustment to the price and/or delivery date. The change to the Specification and /or Purchase Order, together with any adjustment to price and/or delivery date, if any, shall be set forth in a revised Variation Order issued by Purchaser and acknowledged by Supplier in writing.</p> <p><b>13. INTELLECTUAL PROPERTY</b></p> <p>13.1 If any Material purchased or supplied or Services performed or provided under the Agreement and/or Purchase Order involves a patent, copyright, trademark, or proprietary information (IPR), Supplier hereby grants Purchasing Group a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge.</p> <p>13.2 Purchaser is the sole owner of IPR in anything developed and delivered under this Agreement / Purchase Order. Supplier shall provide at Purchaser's reasonable request any documentation necessary to confirm Purchaser's ownership interest in such intellectual property rights. Supplier shall retain ownership of any intellectual property rights vested in Supplier prior to this Agreement or created by Supplier outside of its performance of this Agreement during the term of this Agreement.</p> <p>13.3 Supplier shall at all times be responsible for, shall release and shall defend, protect, indemnify, hold harmless and defend Purchasing Group, from and against any Claim by a third party for infringement of any IPR which may arise out of the sale and/or use of the Material supplied or the Services performed and/or provided by Supplier.</p> <p><b>14. AUDIT AND INVESTIGATION</b></p>		



	<div>TALWANDI SABO POWER LIMITED</div> <div>TALWANDI SABO POWER LTD OPERATIONS - MANSA-TALWANDI SABO ROAD, VILLAGE BANWALA, MANSA, PUNJAB-151302, INDIA</div> <div>GSTIN: 03AACCT6775G1Z9</div>	
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<div>14.1 At all reasonable times during the Term and/or any Purchase Order, and for a period of four (4) years after the completion of any Purchase Order, Supplier agrees that the Supplier Group's books and records shall be subject to audit with Supplier's assistance and at reasonable times as Purchasing Group shall consider necessary. Purchaser's auditors shall have full and unrestricted access to all records for the purposes of auditing and verifying that the charges or costs presented by Supplier to Purchaser for payment are in accordance with the Agreement / Purchase Order, or for any other reasonable purpose, including verifying Supplier's compliance with its obligations under the Agreement / Purchase Order. In addition, if Purchaser has a reasonable basis to believe that Supplier Group has taken or failed to take any action that may subject Purchasing Group to liability under any laws including the anti-corruption laws, Supplier agrees that Purchaser shall have the right (but not the obligation) upon written notice to Supplier, to conduct an investigation of Supplier Group to determine to Purchaser's reasonable satisfaction whether any actions or failures to act on behalf of Supplier Group may subject Purchaser to such liability.</div> <div>15. ASSIGNMENT AND SUBCONTRACTING</div> <div>15.1 Supplier may not assign, sublet or subcontract its rights or obligations under any Purchase Order, in whole or in part, to any third party without the prior written consent of Purchaser, which the Purchaser may at its sole discretion accept or refuse. Supplier shall have a written contract in place for each approved sub-supplier prior to such sub-supplier performing any Services or supplying any Material. Supplier shall assume full responsibility for the acts or omissions of Supplier's sub-suppliers of any tier. All of Supplier's subcontracts, if any, for performance of the Services or the supply of Material shall contain terms and conditions substantially similar to those contained in this Agreement and/or the applicable Purchase Order which protect and do not restrict Purchaser's rights as set forth in this Agreement and/or in the applicable Purchase Order.</div> <div>15.2 Purchaser shall have the right to assign the Agreement / Purchase Order to its Affiliate or any third party customer. This Agreement shall inure to and be binding upon the respective successors and assignees of the Parties.</div> <div>16. RECOURSE OF THE PARTIES</div> <div>16.1 Supplier shall look only to Purchaser for the due performance of the Purchase Order and nothing therein contained shall impose any liability upon, or entitle Supplier to commence any proceedings against any third party customer or any person not a party to the Agreement or the Purchase Order.</div> <div>16.2 Purchaser shall be entitled to enforce any Purchase Order on behalf of any third-party customer in connection with the Agreement / Purchase Order as well as for itself and for this purpose, only Purchaser may commence proceedings against Supplier. The obligations and liabilities of Purchasing Group issuing Purchase Orders are several and not joint.</div> <div>16.3 It is clarified that under no circumstances, by virtue of this Agreement, will the employee/workers of the Supplier be deemed to have any privity of contract with the Company nor would they or any of their heirs, assigns or successors would claim any benefit / privilege, whatsoever, from the Company.</div> <div>17. PREVAILING EFFECT OF THIS AGREEMENT AND RELEVANT PURCHASE ORDER(S)</div> <div>17.1 This Agreement shall comprise of the following documents: This Agreement Annexure I: Scope of work Annexure II: Compensation Schedule Annexure III: Standard Terms and Conditions Annexure IV: Code of Conduct Exhibit A: Corporate Policy Directive Possession of Contraband Items Exhibit B: Insurance (all hereinafter the "Agreement").</div> <div>17.2 This Agreement shall be governed solely as per the terms of this Agreement, to the entire exclusion of any terms/conditions that the Supplier may state/ mention in any quotation and/or any other correspondence made by the Supplier. Consequently, the terms of this Agreement shall apply and shall be incorporated by reference / deemed incorporated in any Purchase Order issued hereunder and shall prevail at all times between the Parties over any other terms and conditions (including any terms or conditions which Supplier purports to apply to any purchase order, confirmation of order, Specification, invoice or other document) with respect to the provision of Materials or Services, except where the Parties, by its authorized signatories, have specifically agreed in writing to vary and override the terms of this Agreement or the Standard Terms and Conditions by Special Terms.</div> <div>IN WITNESS WHEREOF the Parties hereto have executed and delivered this Agreement as of the date first above written.</div> <div>Vedanta entity name: Talwandi Sabo Power Ltd.</div> <div>Company: Talwandi Sabo power Ltd.</div> <div>Signed: Digitally Signed</div> <div>Name: Durairaj M</div> <div>Date: (as per the PO date on Page 1 of this PO)</div> <div>Position: Head Commercial</div> <div>Counterparty</div> <div>Company: (Vendor Name As mentioned on Page 1)</div> <div>Signed:</div> <div>Name:</div> <div>Position:</div> <div>Date:</div> <div>PLEASE TICK:</div>		

	<div>TALWANDI SABO POWER LIMITED</div> <div>TALWANDI SABO POWER LTD OPERATIONS - MANSA-TALWANDI SABO ROAD, VILLAGE BANWALA, MANSA, PUNJAB-151302, INDIA</div> <div>GSTIN: 03AACCT6775G1Z9</div>	
0000157376    A One Salasar Private Limited		PO Number : 6600016965
<div>[ ] WE HAVE READ THE STANDARD TERMS AND CONDITIONS ENCLOSED WITH THIS AGREEMENT</div> <div>ANNEXURE I SCOPE OF WORK</div> <div>Scope of work for Supply refers to the material codes and other details mentioned in the purchase order.</div> <div>ANNEXURE II COMPENSATION SCHEDULE</div> <div>1. COMPLETENESS OF PRICING</div> <div>All rates, sums, charges and prices referred to in this Schedule:</div> <div>(a) are stated in currency as mentioned in the supply list.</div> <div>(b) are considered complete and fully inclusive in respect of the services being provided and no additional rates, sums, charges or prices shall be paid, except as expressly stated in the Agreement;</div> <div>(c) shall remain fixed and firm and shall not be subject to amendment for any cause, except as expressly stated in the Agreement.</div> <div>The cost of any item where the price is left blank shall be deemed included elsewhere.</div> <div>2. Taxes</div> <div>The prices and rates set out in this Annexure are:</div> <div>(a) inclusive of all Indian direct taxes (including without limitation personnel taxes, withholding taxes and corporate taxes) now or hereafter levied or imposed on the Supplier; and</div> <div>(b) inclusive of all non-Indian taxes (whether direct or indirect) now or hereafter levied or imposed on the Supplier; and</div> <div>(c) unless specified custom duty in import orders shall be borne by TSPL, if applicable.</div> <div>3. Withholding Tax</div> <div>TDS shall be deducted as per the applicable rates under Income Tax Act and same shall be in Suppliers account only.</div> <div>4. Pricing Tables-refer to supply list and payment terms</div> <div>ANNEXURE III STANDARD TERMS &amp; CONDITIONS</div> <div>1. TAXES AND DUTIES</div> <div>1.1. Definitions</div> <div>For the purposes of this Clause 1 (Taxation):</div> <div>(a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;</div> <div>(b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;</div> <div>(c) "Goods &amp; Services Tax" or "GST" shall include Central Goods &amp; Service Tax ("CGST"), State Goods &amp; Service Tax ("SGST"), Integrated Goods &amp; Service Tax ("IGST"), Union Territory Goods &amp; Service Tax ("UTGST") &amp; GST Compensation Cess.</div> <div>Person Responsible for payment of Taxes</div> <div>1.1.1. General</div> <div>Except as may be expressly set out in this Contract, the Supplier shall be responsible for:</div> <div>(a) the payment of all Taxes now or hereafter levied or imposed on the Supplier or its subcontractors or on the personnel of the Supplier or its subcontractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Supplier or its subcontractors (hereinafter referred to as "Personal Income tax");</div> <div>(b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Supplier or its subcontractors (hereinafter referred to as "Corporate Income tax");</div> <div>(c) the payment of all GST now or hereafter levied or imposed by any Government Authority on the supply of goods or services, if any, provided to the Company by the Supplier or its subcontractors;</div> <div>(d) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas &amp; ATF, if any, sold to the Company by the Supplier or its subcontractors (hereinafter referred to as "Sales tax/VAT/CST");</div> <div>(e) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas &amp; ATF, if any, manufactured by the Supplier or its subcontractors for sale to the Company (hereinafter referred to as "Excise Duty"); and</div> <div>(f) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Supplier or its subcontractors as a result of the performance of this Agreement.</div> <div>1.2.2. Exception to General:</div> <div>Prior to commencing the Services, the Supplier shall notify the Company whether or not it has Fixed Establishment in India. If the Supplier notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Supplier under this Agreement shall be paid by the Company directly to the relevant Government Authority.</div> <div>1.2.3 Reimbursement of Taxes to the Supplier</div> <div>It is acknowledged that responsibility for payment of Taxes to the Government Authority will be governed as per Clause 1.2.1 and 1.2.2, the Supplier will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Agreement.</div> <div>1.23.1.</div> <div>Pricing</div>		

	<div>TALWANDI SABO POWER LIMITED</div> <div>TALWANDI SABO POWER LTD OPERATIONS - MANSA-TALWANDI SABO ROAD, VILLAGE BANWALA, MANSA, PUNJAB-151302, INDIA</div> <div>GSTIN: 03AACCT6775G1Z9</div>	
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<p>The Parties agree that details of Taxes included in, or excluded from, the Supplier's prices and/or rates shall be as stated in the Compensation Schedule to the Agreement and nothing in this Clause 1 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.</p> <p>1.30 Withholding taxes and Withholding certificates</p> <p>The Company shall, at the time of its payments due to the Supplier, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Supplier shall produce to the Company any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Supplier to receive the payments under the Agreement for a prescribed period without deduction of any tax or deduction at a lower rate.</p> <p>1.3.1.</p> <p>The Company shall, at the time of its payments due to the Supplier, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Supplier shall produce to the Company any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Supplier to receive the payments under the Agreement for a prescribed period without deduction of any tax or deduction at a lower rate.</p> <p>1.3.2</p> <p>The Company shall provide the necessary withholding tax certificates to the Supplier within the time stipulated by the relevant law to enable the Supplier to file the same with the Government Authority as a proof of payment of such taxes.</p> <p>1.4. Person Responsible for filing of returns / information to Government Authorities</p> <p>1.4.1.</p> <p>The Supplier shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax, GST, Sales tax and Excise Duty) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.</p> <p>1.4.2.</p> <p>The Supplier shall also ensure that its subcontractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.</p> <p>1.4.3.</p> <p>The Company, with respect to the tax withheld from the Supplier in accordance with Clause 1.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.</p> <p>1.5. Company's rights, if treated as representative assessee by Government Authorities</p> <p>In certain situations, a Government Authority may treat the Company as the representative assessee of the Supplier and/or its subcontractors and recover the Taxes due to the Government Authority by the Supplier or its subcontractors from the Company. In such situations, the Company shall have the following rights:</p> <p>(a) The Company shall be entitled to recover from the Supplier, the Taxes paid on behalf of the Supplier or its subcontractors (together with any costs and expenses incurred by the Company in connection therewith) or to retain the same out of any amounts to be paid to the Supplier or its subcontractors that may be in its possession (whether due under this Agreement or otherwise) and shall pay only the balance, if any, to the Supplier; and</p> <p>(b) If the Company is required to furnish any details or documents in such capacity, the Company shall request the details or documents to be furnished to it by the Supplier and the Supplier shall immediately furnish the same to the Company. If the Supplier fails to comply with the foregoing, any penalty/interest levied on the Company for non-filing or late filing of details or documents in this regard shall be recoverable from the Supplier</p> <p>1.6. Indemnity</p> <p>The Supplier shall defend, indemnify and hold the Company Group harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any Taxes which may be levied or imposed on the Supplier or its subcontractors by any Government Authority arising out of or in connection with the performance of this Agreement.</p> <p>1.7. Changes in Law</p> <p>If, after the date of execution of this Agreement, there is any change in law, excluding any change(s) as result of interpretation by competent authority, tribunal &amp; Court, which results in a change in the rate of any Tax included in the Supplier's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Supplier of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:</p> <p>(a) the Party requesting such revision shall promptly (and in any case prior to submission of the Supplier's final invoice under this Agreement) but not later than 7 business days notify the other Party that such change in law has arisen; and</p> <p>(b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and</p> <p>(c) the provisions of this Clause 1.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.</p> <p>1.8. GST Compliances by Supplier</p> <p>1.8.1. Notwithstanding anything contained hereinabove, the Supplier shall strictly and in a timely manner, adhere to and undertake all acts, omissions and compliances required under the applicable GST laws to ensure that the Company is able to avail the Input Tax Credit/set off/rebate/refund of the GST (along with cesses and surcharges, if relevant) as applicable on the Services or any supplies if applicable made by the Supplier under this Agreement to the fullest extent possible under law. In this regard, without limiting the generality of the foregoing obligation in any manner whatsoever, Company reserves the right to specify to the Supplier, particulars including but not limited to the following:</p> <p>(a) whether Supplier should charge IGST or CGST-plus-SGST;</p> <p>(b) GST registration number of the Company;</p>		



**TALWANDI SABO POWER LIMITED**  
**TALWANDI SABO POWER LTD OPERATIONS - MANSA-TALWANDI SABO ROAD, VILLAGE**  
**BANWALA, MANSA, PUNJAB-151302, INDIA**  
**GSTIN: 03AACCT6775G1Z9**



**0000157376 A One Salasar Private Limited**

**PO Number : 6600016965**

- (c) whether the Supplier should be responsible to generate the E-Way Bill;  
(d) the format of invoices/credit and debit notes/advance receipt vouchers;  
(e) the requirement for maintenance of a 'GST compliance rating score' above a specified threshold; etc. and  
(f) the relevant timelines for such compliances based on the applicable GST laws.

1.8.2.

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

1.8.3.

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

## **2. STATUTORY COMPLIANCES/LICENCES**

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

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

## **3. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

## **4 WARRANTIES AND REPRESENTATION**

4.1 The Supplier represents and warrants that:

- (i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to supply Materials and perform the Services as



	<p style="text-align: center;"><b>TALWANDI SABO POWER LIMITED</b></p> <p style="text-align: center;"><b>TALWANDI SABO POWER LTD OPERATIONS - MANSA-TALWANDI SABO ROAD, VILLAGE BANWALA, MANSA, PUNJAB-151302, INDIA</b></p> <p style="text-align: center;"><b>GSTIN: 03AACCT6775G1Z9</b></p>	
<b>0000157376    A One Salasar Private Limited</b>		<b>PO Number : 6600016965</b>
<p>detailed in the Scope of Services above and as may be necessary to perform its obligations hereunder in a professional manner.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.</p> <p>(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.</p> <p>(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;</p> <p>(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;</p> <p>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;</p> <p>(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.</p> <p>(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.</p> <p>4.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.</p> <p>4.3 Supplier warrants and guarantees that:</p> <p>(i) all Materials 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</p> <p>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;</p> <p>(iii) if the Material are sold by sample then they shall conform to the sample;</p> <p>(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;</p> <p>(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</p> <p>(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</p> <p>4.4 If Supplier is required to repair or replace defective Material, the warranty period shall renew for the repaired or replaced Material.</p> <p><b>5. RISK PURCHASE/SUBSTITUTED PERFORMANCE</b></p> <p>5.1.1 Without prejudice to any other rights of the Company under the Agreement, relevant Purchase Order/(s) and/ or at law, if the Supplier fails to perform its obligations as per the provisions of this Agreement and/ or the relevant Purchase Order/(s), the Company may procure the Material from third party sources at the risk and costs of the Supplier. Provided however that prior to exercising this right, the Company shall give a prior written notice of 30 (thirty days) to the Supplier for rectifying the breach.</p> <p><b>6. BUSINESS ETHICS</b></p> <p>6.1. The Supplier shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.</p> <p>6.2. The Supplier shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Supplier undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Supplier, or his partners, agent or servant or any one authorized by him or acting on his behalf.</p> <p>6.3. The Supplier agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-bribery and Corruption requirements (a copy of which is also available at <a href="https://www.tsplindia.co/wp-content/uploads/2019/04/TSPL-Suppliers-Code-of-Conduct-12-10-2018-1.pdf">https://www.tsplindia.co/wp-content/uploads/2019/04/TSPL-Suppliers-Code-of-Conduct-12-10-2018-1.pdf</a>) and the Company's Human Rights Policy (a copy of which is available at <a href="https://www.tsplindia.co/wp-content/uploads/2019/04/06-TSPL-Human-Rights-Policy-27-Jan-20.pdf">https://www.tsplindia.co/wp-content/uploads/2019/04/06-TSPL-Human-Rights-Policy-27-Jan-20.pdf</a>) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.</p> <p>6.4. The Supplier shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Supplier's compliance with the obligations under this clause.</p> <p>6.5. The Company shall have a right to initiate "audit proceedings" against the Supplier to verify compliance with the requirements under this clause. Such audit may be carried out by Company or by a reputed agency to be</p>		





## TALWANDI SABO POWER LIMITED

TALWANDI SABO POWER LTD OPERATIONS - MANSA-TALWANDI SABO ROAD, VILLAGE  
BANWALA, MANSA, PUNJAB-151302, INDIA

GSTIN: 03AACCT6775G1Z9



0000157376 A One Salasar Private Limited

PO Number : 6600016965

appointed by Company at the sole discretion of Company. The Supplier shall extend full cooperation for smooth completion of the audit mentioned herein.

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

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

Group Head – Management Assurance, Vedanta, 75 Nehru Road

Vile Parle (E), Mumbai 400 099

‘Complaints’ can also be sent to the designated e-mail id: [tspl.whistleblower@vedanta.co.in](mailto:tspl.whistleblower@vedanta.co.in)

### 7. DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

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

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

### 8. . LIMITATION OF LIABILITY

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

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

### 9. FORCE MAJEURE

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

9.2. Subject to clause 9.1 hereinabove, Force Majeure includes without limitation, the following events and circumstances, but only to the extent that each satisfies the above requirements as provided under Clause 9.1: (a) Act of God, (b) fire, flood, earthquake, epidemic, pandemic, natural disaster or extreme natural event (c) war, riot, insurrection, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 9 any direction, judgement, decree or any other order passed by any judicial/quasi-judicial/administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party or (e) any event owing to any restrictions, directives/directions imposed or passed by the government, judicial, quasi-judicial authorities if they impede or delay the performance of the Agreement (Force Majeure Events)

### FORCE MAJEURE EXCLUSIONS

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

(i) unavailability, late delivery or changes in cost of machinery, equipment, materials, spare parts or consumables;

(ii) failure or delay in performance by any Subcontractor;

(iii) normal wear and tear or flaws in materials and equipment or breakdowns in equipment.

	<div>TALWANDI SABO POWER LIMITED</div> <div>TALWANDI SABO POWER LTD OPERATIONS - MANSA-TALWANDI SABO ROAD, VILLAGE BANWALA, MANSA, PUNJAB-151302, INDIA</div> <div>GSTIN: 03AACCT6775G1Z9</div>	
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<div>(iv) any labour unrest/strikes or any other event of the like nature caused by the personnel of the Supplier (which includes its subcontractors) shall not be considered as a force majeure occurrence</div> <div>9.3. In the event of a Force Majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify in writing to the other party without delay but not later than fifteen (15) business days on the initiation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. Provided, however, that the occurrence of such an event would entitle the parties to renegotiate the time frame for performance of the respective obligations, taking into consideration the nature of such event. . In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay. If the said notice is not received by the other party within fifteen (15) business days, after the party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non-receipt</div> <div>9.4. Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately but not later than three (3) business days give notice thereof to the other party.</div> <div>9.5. Neither Party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof. The costs associated with taking all steps required to mitigate the effects of the Force Majeure Event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable shall be borne by the respective parties.</div> <div>10 INDEMNITY</div> <div>10.1 The Supplier shall defend, indemnify and hold the Company, its directors, officials &amp; employees etc., harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Supplier of its obligations under this Agreement.</div> <div>10.2 The Supplier shall be liable for and shall defend, indemnify and hold the Company its directors, officials &amp; employees etc., harmless from and against and all Claims in connection with any breach, infringement (whether actual or alleged) of Confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this Agreement by the Supplier.</div> <div>10.3 Supplier shall at all times be responsible for, shall release and shall defend, protect, indemnify and hold Purchasing Group harmless from and shall keep Purchaser’s equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by Supplier Group.</div> <div>10.4 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Company may be entitled to.</div> <div>10.5 Purchaser shall have the right to retain / withhold out of any payment to be made to the Supplier an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs. .</div> <div>10.6 It is the express intention of the Parties hereto that the provisions of this Agreement /Purchase Order shall exclusively govern the allocation of the risks and liabilities of these 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 express understanding that risks and liabilities shall be determined in accordance with the provisions of this Agreement and /or applicable Purchase Order.</div> <div>11. ARBITRATION</div> <div>11.1</div> <div>Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation meaning Scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights , obligations and liabilities of the parties thereto shall be amicably settled by way of mediation by meeting(s) between senior management representatives of each Party. If the dispute is not settled within a period 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 (India) Arbitration and conciliation Act, 1996 (As amended from time to time ), which are deemed to be incorporated by reference in to this clause. The arbitration shall be conducted as follows:</div> <div>(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.</div> <div>(ii) The language of the mediation and arbitration proceedings shall be English. The seat and venue of arbitration shall be Mansa, Punjab, India.</div> <div>(iii) The award made in pursuance thereof shall be final and binding on the parties.</div> <div>(iv) It is clarified that the works under the Agreement shall be continued by the Supplier during the arbitration proceedings unless otherwise directed in writing by the Purchaser/Company. Save as those which are otherwise expressly provided in the contract, no payment due or payable by the Purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matters thereof.</div> <div>12. APPLICABLE LAW AND JURISDICTION</div> <div>11.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of India.</div> <div>11.2 The parties submit to the exclusive jurisdiction of the courts of Mansa, Punjab India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.</div> <div>13. SET OFF</div> <div>12.1 Only the Company may at any time without notice to the Supplier set off any liability of the Supplier to the Company against any liability of Purchasing Group to the Supplier (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to Company under this Agreement or otherwise.</div> <div>14. CONFIDENTIALITY</div> <div>14.1 Each Party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of the other Party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a Party from disclosing Confidential Information to the extent required in</div>		

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<p>connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless otherwise required by law, not to be disclosed without the consent of other Party to anyone other.</p> <p>14.2 The Parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.</p> <p>14.3 Each party agrees it will not use the name or logo of the other Party, without the prior written consent of the other Party(ies) hereto.</p> <p>14.4 All Confidential Information developed by Supplier Group as a result of performance of the Services or supply of Material shall be the property of Purchaser. All such Confidential Information shall be delivered to Purchaser within fifteen (15) days after completion of any applicable Purchase Order. Purchaser shall have the unrestricted right to use and disclose such information in any manner and for any purpose without payment of further compensation. Such Confidential Information is proprietary information of Purchaser and subject to the terms of this Clause 13.</p> <p>14.5 Obligations towards all Confidential Information as mentioned above under this clause shall continue to remain valid for the Term and further period of five (5) years from the date of expiry of this Agreement.</p> <p>14.6 No member of Supplier Group shall make use of the name or logo of Purchasing Group for publicity purposes, nor shall publish or permit to be published any information or photographs in connection with this Agreement or any Purchase Order without the prior written consent of Purchaser.</p> <p>15. MISCELLANEOUS PROVISIONS</p> <p>15.1 Entire Agreement: This Agreement along with 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.</p> <p>15.2 Severability: If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.</p> <p>15.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument</p> <p>15.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.</p> <p>15.5 Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile, email, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either Party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.</p> <p>15.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.</p> <p>15.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns</p> <p>15.8 Assignment : Neither this agreement nor any right, duty or obligation of any Party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of party (ies) hereto.</p> <p>15.9 Amendments: This agreement may be amended , modified, renewed or extended only by a written instrument signed by each of party(ies) hereto.</p> <p>15.10 Validation : This agreement shall come into effect when authorized representatives of both company and Supplier execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by company and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration , amendment or addition is evidenced in writing and is executed by the authorized representatives of the both the parties in their due capacity.</p> <p>15.11 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.</p> <p>15.12 Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.</p> <p>15.13 Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.</p> <p>15.14 THIS DOCUMENT "STANDARD TERMS &amp; CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER INCLUDING ANY ORDER ACKNOWLEDGEMENT BY THE SUPPLIER AND THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN SHALL APPLY FOR ALL PURPOSES.</p> <p>ANNEXURE IV</p> <p>CODE OF CONDUCT</p> <p>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").</p>		

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<p>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.</p> <p>" LABOUR &amp; HUMAN RIGHTS</p> <p>Adhering to all Labour Laws and Human Rights Laws, Suppliers shall:</p> <ul style="list-style-type: none"><li>- Comply with all applicable local, state and national laws regarding human rights.</li><li>- Comply with the Company's Human Rights Policy.</li><li>- 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.</li><li>- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.</li><li>- Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.</li><li>- 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.</li><li>- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly;</li><li>- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.</li></ul> <p>" HEALTH, SAFETY &amp; ENVIRONMENTAL SUSTAINABILITY</p> <ul style="list-style-type: none"><li>- The Supplier shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.</li><li>- 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.</li><li>- Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.</li></ul> <p>" BUSINESS INTEGRITY</p> <p>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:</p> <ul style="list-style-type: none"><li>- 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.</li><li>- 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.</li><li>- 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.</li><li>- Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.</li></ul> <p>Unfair Trade Practices: Supplier shall desist from any unfair or anti-competitive trade practices.</p> <p>" REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM</p> <p>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.</p> <p>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).</p> <p>" INTELLECTUAL PROPERTY</p> <p>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.</p> <p>" THIRD PARTY REPRESENTATION</p> <p>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 &amp; 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.</p> <p>" PROHIBITION ON INSIDER TRADING</p> <p>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.</p> <p>" SUPPLIER'S COMPLIANCE COMMITMENT</p> <p>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</p>		



	<div>TALWANDI SABO POWER LIMITED</div> <div>TALWANDI SABO POWER LTD OPERATIONS - MANSA-TALWANDI SABO ROAD, VILLAGE BANWALA, MANSA, PUNJAB-151302, INDIA</div> <div>GSTIN: 03AACCT6775G1Z9</div>	
0000157376    A One Salasar Private Limited	PO Number : 6600016965	
<p>Vedanta's Code of Conduct &amp; 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. w.e.f: December, 2016</p> <p><b>EXHIBIT A CORPORATE POLICY DIRECTIVE - POSSESSION CONTRABAND ITEMS</b></p> <p>It is the policy of Company to maintain a safe work environment for its employees. To this end, the possession of any illegal drug, drug paraphernalia, alcoholic beverage, explosive, weapon or any other similar item or substance which could cause or contribute to injury to Company personnel or damage to its property ("contraband") is strictly prohibited at work locations or other business premises ("work areas") of Company. This policy may be implemented by such reasonable means as may from time to time be determined appropriate, including searches of the person and personal effects of any person. Compliance with this policy is a condition of employment of Company and employees who decline to be searched or who are otherwise found in violation of this policy will be subject to immediate termination. Non-employees who decline to be searched or are otherwise found in violation of this policy or Company's Substance Abuse Policy will be excluded from Company work areas. Below is a Notice outlining Company's Substance Abuse Policy.</p> <p><b>DRUGS, ALCOHOL, FIREARMS</b></p> <p>Company is concerned about the effects of the use of illegal drugs and the abuse of alcohol on the health and safety of its employees. We recognize that alcoholism and the illegal use of drugs leads to increased accidents and medical claims, and can lead to the destruction of an employee's health, and adversely affect his or her personal life. Employees who abuse drugs and alcohol are a danger not only to themselves, but also to their fellow employees. In addition, the medical costs incurred by employees with drug or alcohol problems are much higher than those of other employees, and the decreased productivity of these individuals can adversely affect a company's ability to operate competitively. To help prevent substance abuse among our employees, Company has a policy and practice of testing applicants, employees, and others that may regularly work in or on Company premises. Applicants for employment will be required to undergo a drug-screening test as part of consideration for employment. Employees and others will be required, under certain circumstances, to cooperate with drug testing procedures and drug searches.</p> <p>The unauthorized possession or use of illegal, drugs, narcotics, alcohol and firearms is not permitted on any Company property or job site that is not Company property, and the use of, possession of, and/or distribution of such items by any person on any Company installations, property, or facilities poses a serious threat to the safety of our employees, other personnel and operations.</p> <p><b>SEARCHES, INSPECTIONS, AND ANALYSES</b></p> <p>We reserve the right, at all times, to have authorized personnel conduct reasonable searches or inspections on Company property of personal effects, lockers, baggage, vehicles, and quarters of employees and other personnel for the purpose of determining if any such persons are in possession of any illegal or unauthorized items. These searches will be conducted in cases where the Company receives reliable information indicating that reasonable cause exists to conduct a search.</p> <p>Any Vedanta employee who refuses to submit to a search, urinalysis, blood test, or who is found in possession of any such illegal or unauthorized items without an explanation satisfactory to us will be subject to disciplinary action up to and including immediate discharge.</p> <p>When appropriate, such items discovered through these Vedanta searches may be taken into custody and may be turned over to the proper law enforcement authorities.</p> <p><b>EXHIBIT B INSURANCE</b></p> <p><b>APPLICABLE ONLY TO PURCHASE ORDERS FOR MATERIAL</b></p> <p>Requirements A and B immediately below apply only if Supplier Group personnel will be on the premises or installations of Purchaser Group:</p> <p>A. Employees' Compensation Insurance, or similar insurance, in accordance with all applicable statutory requirements in the location where such personnel will be in fulfillment of the applicable Purchase Order. Such insurance shall contain an Alternate Employer or Borrowed Servant Endorsement, wherever permitted.</p> <p>Supplier expressly agrees to comply with all provisions of any Employees' Compensation laws, regulations, statutes, and conventions of the state or country(ies) wherein Supplier will have personnel.</p> <p>B. Employer's Liability Insurance, in accordance with all applicable statutory requirements. If no statutory requirements apply, such insurance shall be written for at least (as per the terms of this purchase order) or the equivalent in another currency. If Material are provided through Supplier's United States entities or offices (if any) in the United States, such insurance shall be written for at least (as per the terms of this purchase order - each accident, (as per the terms of this purchase order) Disease - each employee and (as per the terms of this purchase order) - disease policy limit.</p> <p>Supplier expressly agrees to comply with all provisions of any Employer's Liability laws, regulations, statutes, and conventions of the state or country(ies) wherein Supplier will have personnel.</p> <p>C. General Liability Insurance, written for the equivalent of at least a combined single limit for bodily injury and property damage of (as per the terms of this purchase order) per occurrence. Such policy shall include coverage for premises and operations, products and completed operations, contractual liability (including the transfer of tort liability by contract), broad form property damage, independent contractors, coverage for third party action over claims, and if applicable - sudden and accidental pollution liability, and have a territorial extension for the area in which the Material are being provided. Aggregate limits, if any, shall apply separately to each annual policy period. If this insurance is written on a claims made form, then the policy shall contain an extended reporting period of at least three (3) years.</p> <p>D. Commercial Automobile Insurance (if automotive equipment will be used in fulfillment of the applicable Purchase Order), written for the equivalent of at least a combined single limit for bodily injury and property damage of (as per the terms of this purchase order) each accident.</p> <p>E. Excess Liability Insurance, written for the equivalent of at least (as per the terms of this purchase order). The insurance shall be in excess of the underlying limits, terms, and conditions of the insurances required in A and B above. Aggregate limits, if any, shall apply separately to each annual policy period. If this insurance is written on a claims made form, then the policy/(ies) shall contain an extended reporting period of at least three (3) years.</p> <p><b>APPLICABLE ONLY TO PURCHASE ORDERS FOR SERVICES</b></p> <p>A. Workers' Compensation Insurance, or similar insurance in accordance with all applicable statutory requirements in the location where Services will be provided in fulfillment of the applicable Purchase Order. Such insurance</p>		



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<p>shall contain an Alternate Employer or Borrowed Servant Endorsement. Supplier expressly agrees to comply with all provisions of the Workers' Compensation laws, regulations, statutes, and conventions of the state or country(ies) wherein Supplier will be providing Services.</p> <p>B. Employer's Liability Insurance, in accordance with all applicable statutory requirements. If no statutory requirements apply, such insurance shall be written for limits of the equivalent of (as per the terms of this purchase order)</p> <p>If Services are provided through Supplier's United States entities or offices (if any), Supplier shall carry, Employer's Liability Insurance, with limits of (as per the terms of this purchase order) - each accident, (as per the terms of this purchase order) Disease - each employee and (as per the terms of this purchase order) Disease Policy Limit.</p> <p>C. General Liability Insurance, written for the equivalent of at least a combined single limit for bodily injury and property damage of (as per the terms of this purchase order) per occurrence. Such policy shall include coverage for premises and operations, products and completed operations, contractual liability (including the transfer of tort liability by contract), broad form property damage, independent contractors, coverage for third party action over claims, and if applicable - sudden and accidental pollution liability, and have a territorial extension for the area in which the Services are being provided. Aggregate limits, if any, shall apply separately to each annual policy period. If this insurance is written on a claims made form, then the policy shall contain an extended reporting period of at least three (3) years.</p> <p>D. Commercial Automobile Insurance, (if automotive equipment will be used), written for the equivalent of at least a combined single limit for bodily injury and property damage of (as per the terms of this purchase order) each accident.</p> <p>E. Excess Liability Insurance, written for the equivalent of at least (as per the terms of this purchase order). The insurance shall be in excess of the underlying limits, terms, and conditions of the insurances required in B, C, and D above. Aggregate limits, if any, shall apply separately to each annual policy period. If this insurance is written on a claims made form, then the policy shall contain an extended reporting period of at least three (3) years.</p>		
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