

SERVICE ORDER

BAL/1200/SO/9200000072

Date: 11.05.2016

Bilaspur University,  
High Court Building,  
Bilaspur (C.G.).  
Pin- 495001  
Phone: 07752 2121314  
Email: bilaspur.university2012@gmail.com

Kind Attn.: Dr. DSVGK KALADHAR

SUBJECT: WORK ORDER FOR AVIFAUNA SURVEY AND ARTIFICIAL NESTING AT BALCO, KORBA (C.G.)

Ref: (i) Your offer dtd: 06.04.2016

Dear Sir,

With reference to your offer & various discussions with us, we are pleased to award you an Order for Avifauna Survey and Artificial Nesting at Balco, Korba (C.G.) on following broad terms & conditions.

SCOPE OF WORK

Scope of Work include the following:-

The scope of Work to be carried out by the Consultant pursuant to the terms of this order is to provide Avifauna Survey and Artificial Nesting as per the details provided on F.O.R. Balco, Korba required for Balco at Korba, Chattisgarh, India..

The scope for mentioned service is detailed as per following:-

Area of Survey: Project site 17.245 hectare of forest and surrounding area coming under 400kV double circuit BALCO Transmission line.

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1. SCOPE OF WORK

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- 80% advance in the starting of each financial year and 20% within a week submission of final report.

#### 5. CONTRACT PERIOD:

The Effective Date shall be the date of issue of this Order

The contract period shall be 2.5 Years (30 Months) i.e. Two Years for survey and project implementation and six months for monitoring, reporting and evaluation from the Effective Date of this order.

#### 6. INSURANCE:

Included in the Contract Price.

#### 7. SEVERABILITY:

The invalidity or unenforceability of any portion or provision of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of this Contract to give effect to the underlying purposes of this Contract.

#### 8. WAIVER:

The failure of either Party, at any time during the Term hereof, to require performance by the other Party of any provision of the Contract shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision of the Contract does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

#### 9. FORCE MAJEURE:

9.1 Time being the essence of the Contract, if either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz. acts of God, acts of





ment, acts of Public enemy, war, riot, civil commotion, insurrection, embargo, blockade, earthquake, sabotages, fire, floods, explosions, epidemics, strike and lock-out, then Notice of happening of any such eventuality is given by the affected party to the other party within 7 days from the date of occurrence and cessation of Force Majeure, the period of Force Majeure shall be excluded accordingly. Provided however, such events materially and adversely affect the affected Party's performance of its obligations pursuant to the terms of this contract. Neither of the Parties to the Contract shall claim compensation for the loss thus incurred.

If Force Majeure event continue beyond the period of 6 month the parties shall hold consultation to chalk out the further course of action, either party reserving the right to terminate the Contract.

#### 10. RISK PURCHASE:

10.1 In case, the works is not executed within the stipulated schedule, the Owner reserves right to cancel the Contract for the balance work which has not been executed and get the balance work done from any other sources at the risk and cost of the Consultant and recover the cost/ expenditure that would be incurred extra by the Owner from the Consultant.

10.2 In case, the work already executed cannot be put to its intended use in absence of unexecuted work, Owner shall have the liberty to get the entire work done from any other source at the risk & cost of the Consultant. The additional cost incurred in getting the work done from new source, will be recovered from the Consultant.

10.3 However, such risk-purchase articles not apply to any part of extension, which would be granted by the 'Owner' under Force Majeure conditions.

#### 11. INDEMNIFICATION:

The Service Provider shall indemnify the Company from and against all actions, suits and proceedings by the third party for the acts/omissions of the Service Provider and all costs, charges, expenses, losses, damages, duties, taxes, penalties, levies, and all other liabilities which the Company may be liable to pay, incur or sustain as a result of performance or non

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performance, observance or non observance by the Service Provider of any of the terms and conditions of this Agreement.

b) If the Service Provider fails to provide the Services in conformity with this Agreement, the Service Provider shall be liable to indemnify the Company for all losses/ damages suffered by the Company. The Company shall be at liberty to hire/avail the Services from another Service Provider at risk and cost of Service Provider.

c) The Company shall, without prejudice to its other rights be entitled to deduct/ adjust from any dues payable to the Service Provider or any security, all amount(s) which the Company may be liable to pay, incur or sustain as a result of the performance or non-performance, observance or non-observance of any of the terms of this Agreement by the Service Provider.

d) The Company shall not be responsible for the death, injury or accident of employees / workers of the Service Provider, which arise out or in the course of their duties.

## 12. TERMINATION AND SUSPENSION

In the event that the progress of works is found to be below acceptable standards you are not able to improve despite our repeated notice, Balco shall have the right to terminate the order merely by giving a notice of fifteen days or curtail the scope and shall get the work completed at the risk and cost of Service Provider.

Balco reserve the right to terminate the Order at any time by giving a notice of no less than 01 (One) month without assigning any reason. No consequential damages shall be payable by us to you in the event of such termination

Owner may suspend the work in whole or in part at any time by giving notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Service Provider shall stop all such work, which Owner has directed to be suspended with immediate effect. The Service Provider shall continue to perform other work in terms of the Contract, which Owner has not suspended. The Service Provider shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice



**NOTICES:**  
Contractual notices including daily communication to be given to either party shall be given to following addresses by e-mail or telefax. Important notices in rights or obligations of either party involved under the order shall be served by sending the same by facsimile transmission or confirmation copy by couriers or by hand delivery and such notices shall be deemed to have been valid seven(7) days after their dispatch.

Correspondence relating to commercial aspects of this order should be addressed to:

Mr. Deepak Narang  
Head – Commercial,  
Bharat Aluminium Company Limited,  
Smelter Expansion Project,  
Balco Nagar,  
Korba, Chattisgarh, India – 495684,

E-mail: [deepak.narang@vedanta.co.in](mailto:deepak.narang@vedanta.co.in)

All correspondence relating to technical aspects of this order should be addressed to:

**For Consultant:**

Dr. DSVGK KALADHAR  
M/s Bilaspur University,  
Old High Court Building,  
Bilaspur (C.G.).

Pin- 495001

Phone: 07752 2121314

Mail: [bilaspur.university2012@gmail.com](mailto:bilaspur.university2012@gmail.com)

**LEGAL COMPLIANCE AND STATUTORY REQUIREMENTS:**

Compliance with Applicable Law



The Consultant shall in its performance of the Contract and the carrying out of the Works ascertain and comply with the Applicable Laws.

The Consultant shall indemnify the Owner, the Owner's Affiliates and their respective directors, officers, employees and agents against losses, claims and liabilities, including any governmental penalties and sanctions payable to a Competent Authority, together with any legal expenses incurred in connection therewith, to the extent arising out of any failure of the Consultant, any Sub-Consultant or their respective agents or employees to comply in the performance of the Contract.

#### 14.2 Divergences from Statutory Requirements

If the Consultant or the Owner finds any divergence between the Applicable Law and the Performance Guarantees or the Technical Specifications it shall immediately give to the other Party written notice specifying the divergence. The Consultant shall promptly upon becoming aware of the same, inform the Owner in writing of its proposed amendment for removing the divergence, and with the Owner's consent the Consultant shall complete the Works in accordance with the amendment.

#### 14.3 Consultant to Obtain Clearance

The Consultant shall be responsible to obtain and maintain in effect all Applicable Clearances required in connection with execution of the Works and pay all fees required to be paid to any Competent Authorities. Consultant should submit a clearance certificate from HR, stating that all statutory charges are paid and all clearance are obtained along with submission of every running bills payment. Consultant should submit a no-claim certificate along with the submission of each running bills.

#### 14.4 Statuary requirement

The Service Provider shall be solely liable for Statutory Compliance in respect of all applicable laws of land which interalia 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, Employees's Compensation



1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service)  
1979.

The Service Provider shall be solely responsible for maintenance of records and filing of various returns prescribed under all applicable Central/State Labour laws and Regulations/Rules thereunder in respect of Workmen employed by it. The Company shall be entitled to deduct/adjust from amount payable to the Service Provider, any dues, wages, compensation on accident or death, expenses incurred for benefits, provision for amenities and amounts paid or payable by the Company in compliance with the applicable laws, in respect of workmen/employees of the Service Provider.

The Service Provider shall ensure compliance under the Safety Provisions of the applicable State/ Central laws and shall ensure that its employees are trained, competent, physically and

mentally fit for the assignment and are not suffering from any chronic or contagious disease. Service Provider is responsible for the safety and security of all men and materials employed by him. Service Provider should provide all safety equipments (such as tools & tackles, aprons, gloves, safety shoes etc) to all Service Provider team members. Service Provider should provide adequate coverage against any accident met by Service Provider's team during the period of Contract. Service Provider shall indemnify the Company and its officers against any claim, dispute and litigations arising in this regard. Further no separate consideration shall be payable by Company for the same.

#### SAFETY AND SECURITY:

The Service Provider shall ensure compliance under the Safety Provisions of the applicable State/ Central laws and shall ensure that its employees are trained, competent, physically and mentally fit for the assignment and are not suffering from any chronic or contagious disease. Service Provider is responsible for the safety and security of all men and materials employed by him. Service Provider should provide all safety equipments (such as tools & tackles, aprons, gloves, safety shoes etc) to all Service Provider team members. Service Provider should provide adequate coverage against any accident met by Service Provider's team during the period of





Contract. Service Provider shall indemnify the Company and its officers against any claim, dispute and litigations arising in this regard. Further no separate consideration shall be payable by Company for the same.

The Consultant shall be responsible for the proper care of all the items and Works on the Site and for the proper provision of funds and equipment required for Housekeeping and Pantry on the Site as far as may be necessary for the Works and so as not to endanger the owners and occupiers of adjacent property, the public and others, all in accordance with Good Industry Practice.

#### **15. INTELLECTUAL PROPERTY:**

##### **15.1. Indemnity Against Infringement**

The Consultant shall indemnify the Owner from and against any demands, claims, suits, and causes of action and any liability, legal costs, expenses, settlements arising from or incurred by reason of any infringement or alleged infringement of letters patent, registered design, unregistered design right, copyright, trade mark or trade name by the use or possession of any Plant. The Consultant hereby represents to the Owner that, as of the date of signing of the Contract, the Consultant has received no notification of any rightful patent infringement claim which would prejudice the Owner's right to use or maintain the Plant.

##### **15.2. Conduct of Proceedings**

In the event of any claim being made or action brought against the Owner which is covered by the indemnity set out as given above, the Owner shall promptly notify the Consultant thereof and the Consultant may at its own expense conduct all negotiations for the settlement of the same, and any litigation that may arise there -from. The conduct by the Consultant of such negotiations or litigation shall be conditional upon the Consultant having first given to the Owner such reasonable security as shall from time to time be required by the Owner to cover the amount ascertained or agreed or estimated, as the case may be, of any compensation, damages, expenses and costs for which the Owner may become liable. The Owner shall not, unless and until the Consultant shall have failed to take over the conduct of the negotiations or litigation,

to any settlement of such negotiations or litigation or make any admission, which might be judicial thereto.

#### Infringement Preventing Performance

consequence of any infringement of letters patent, registered design, copyright, trade mark or trade name, the Consultant is prevented from executing the Works, or the Owner is prevented from using the Facility, the Consultant shall at its own expense:

1. procure for the Owner the right to continue using the relevant Plant or part; or,
2. replace the relevant Plant or part with a non-infringing Plant or part; or,
3. modify the relevant Plant or part so it becomes non-infringing.

#### ASSIGNMENT AND SUB CONTRACTING:

Consultant shall not be entitled, without the specific prior written consent of Owner to assign, cede or transfer any of its rights and/or obligations, in whole or in part, arising from the Contract to any third party.

the Consultant shall not sub-contract the whole of the works to third parties for the performance of the Contract. The Consultant shall be responsible for the acts, defaults and neglects of all Sub-Consultants and all its and their agents, servants or workmen of any of them if they were the acts, defaults or neglects of the Consultant under the terms of this Contract.

#### SECRECY AND CONFIDENTIALITY:

##### Confidential Information

the Owner and the Consultant shall treat the details of the Contract and any information made available in relation thereto as private and confidential and neither of them shall publish or disclose the same or any particulars thereof (save insofar as may be necessary for the purposes of the Contract), without the previous written consent of the other Party, provided that nothing in this Article shall prevent the publication or disclosure of any information that has come within public domain otherwise than by breach of this Article.





The Consultant/ Consultant acknowledges that the drawings, specifications, documents, data, manuals, etc whether as documents or in electronic media (hereinafter referred to as "the Information") furnished by the Owner shall be regarded as the proprietary information of the Owner and the same is of considerable financial value.

The Information furnished by the Owner in this enquiry is for the single and sole use for the execution of this Contract and shall be treated as strictly confidential by the Consultant / Consultant, his employees and agents, and shall always remain the property of the Owner. The Consultant / Consultant undertakes that the Information shall not be used or disclosed to third party(s) by the Consultant / Consultant for any purpose whatsoever other than the execution of this Contract. The Information in original, duplicate, photostat or in any electronic form shall not be retained by the Consultant / Consultant and shall be returned to the Owner immediately on completion/termination of the Contract. In case the bidder not being successful, these documents shall be returned promptly on demand by the Owner.

#### **18. ARBITRATION:**

18.1 The Parties hereto shall endeavour to settle all disputes and differences relating to and/or arising out of the Contract amicably.

18.2 In the event that the Parties failing to resolve any dispute amicably the same shall be referred to Arbitration in accordance with the Arbitration and Conciliation Act 1996 with all modifications and re-enactments thereto, as is prevalent in India. Each Party shall be entitled to nominate an Arbitrator and the two Arbitrators so nominated shall jointly nominate a third presiding Arbitrator. The Arbitrators shall give a reasoned award. The place of arbitration shall be Korba, India. The language used in arbitral proceedings shall be English.

18.3 This contract shall be construed in accordance with and governed by the laws of India. The parties hereby expressly submit themselves to exclusive jurisdiction of the courts in Korba, India.

18.4 The Parties hereto agree that the Consultant shall be obliged to carry out its obligations under the Contract even in the event a dispute is referred to Arbitration. It is further clarified that

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Owner shall be entitled to retain any sum or portion of Contract price which has become due payable, for any unfinished Works or any subject matter under arbitration.

**GOVERNING LAW & JURISDICTION:**

Contract shall be construed in accordance with and governed by the laws of India and in event of any litigation the jurisdiction of this Contract shall be that of the appropriate courts in Raipur, Chattisgarh, India.

BALCO

Authorized Signatory