

# THRIVENI SAINIK MINING PRIVATE LIMITED

Project Office: C/o: NTPC Ltd., Langatu,  
PO: Barkagaon, Dist.: Hazaribag-825311, Jharkhand, India  
Phone: 06546-223115, Email: Info@thrivenisainik.com



## SERVICE ORDER

TSMPL/ENV/WO/2023-24/O1

Date: 25.04.2023

To,  
Department of Forestry, Wildlife & Environmental Sciences  
Kind. Attn.- Dr. Ajay kumar singh, Assistant Professor  
Guru Ghasidas VishwaVidyalaya (A Central university)  
Bilaspur-495009, Chhattisgarh  
Mob: 7879721224, 7000591141

**Sub:** Service Order for Scientific Biodiversity assessment study, organize awareness/training program related to environment and training on sustainable forestry by using Miyawaki Method at Pakri Barwadih Coal Mining Project NTPC (PBCMP) situated at Barkagaon, Hazaribagh, Jharkhand.

**Ref:** Ltr. no. – Forestry/GGV/A(RP)/49 and mail dated 29.03.2023 @ 2:14 PM.

Dear Sir,

With reference to the above, we are pleased to entrust this formal order on the subject to you with the scope, deliverables, and conditions as stipulated hereunder. Henceforth Guru Ghasidas VishwaVidyalaya is called as 'Consultant' and M/s Thriveni Sainik Mining Pvt. Ltd. is called 'TSMPL'.

### A. SCOPE OF WORK

1. The scope of services for carrying out the "Scientific Study on Biodiversity assessment study, organize awareness/training program related to environment and training on sustainable forestry by using Miyawaki Method as per Stage-II Forest clearance Condition No.- 2C of PBCMP (*Wherever possible and technically feasible, the user Agency shall undertake afforestation measures in the blanks within the lease area, as well as along the roads outside the lease area diverted under this approval, in consultation with the state Forest Department at the Project Cost.*) the "Agency for Pakri Barwadih Coal Mining Project, NTPC LTD.

- (a) Identifying the forest types coming in project area of core and buffer area.
- (b) Documentation of plant species richness, diversity and composition using standard methods.
- (c) Identify the conditions for the forest cover namely open, moderate and dense in the region.
- (d) Identify wildlife species/ population for the region.
- (e) Identification of soil types and soil nutrient status.
- (f) Identification of water bodies coming in core and buffer area for the site with aquatic biodiversity.
- (g) Documenting ecosystem services (Aquatic & Terrestrial) of the region.
- (h) Identifying areas for restoration and conservation area.
- (i) Organize Awareness/Training Program related to environment activity.
- (j) Development of greenbelt in a patch by using the Miyawaki Method and training program on it.

### 2. Scope of TSMPL:

- A. Lodging and Boarding for visiting the Department of Forestry, Wildlife & Environmental Sciences, Guru Ghasidas VishwaVidyalaya team.
- B. One competent person to accompany the visiting team and providing workmen to help the visiting team in handling the instruments during the measurement.

3. The Consultant shall perform the Services as described under the scope of works abiding by the terms as defined in this Agreement.

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4. The Consultant shall ensure that the above mentioned Services to be rendered as per this agreement are performed:
- To the degree of skill, care and diligence normally exercised by consultants in similar circumstances.
  - strictly as per the agreed time schedule.
  - in accordance with the terms of this Agreement
  - In accordance with best industry practice.
  - In coordination with Environment Dept. PBCMP for above services.
  - At all stages of report - formal developments shall be intimated to TSMPL..
5. Time is the essence of the contract and the consultant shall adhere to the timelines mentioned/agreed upon.
6. **Quality:** The Consultant shall ensure that its Services/work shall be carried out in line with highest professional standards.
- The Consultant shall take note of the observations and suggestions made by TSMPL and ensure corrections of suggestions / recommendations in the work pointed out by TSMPL at any time while providing the services.
  - The Consultant shall take responsible of any quarry raised by any Govt. Authority at any time.
7. **Report Submission:** The Consultant shall ensure that final report (soft & hard copy) need to be submitted within the validity period.

### **B. RATE/ORDER VALUE**

1. Prices: INR 1,300,000/- (Indian Rupees Thirteen Lakhs Rupees) + GST extra, as applicable.
2. The Prices are Firm & binding and no other payment will be made in respect of this Service order (including any submission of reports in format(s) as applicable. No escalation is tenable throughout the Contract duration except for clause E.8 - Change in Law.

### **C. VALIDITY & TERMINATION**

1. **Effective Date of Contract:** 01.05.2023
2. **Contract Validity period:** 01.05.2023 to 30.04.2024

- I. The Contract can be foreclosed/terminated with a notice of 07 days for:
- Statutory Non-compliance
  - Willful default/breach of Contractual obligations.

II. Upon such foreclosure, the Consultant shall be paid the fees for the Work completed till such date and all the study reports/documentation in this regard, shall be duly handed over to TSMPL; the same shall remain the property of TSMPL and cannot be reproduced without prior written consent of TSMPL.

### **D. PAYMENT TERMS**

1. The payment shall be released as follows:
- 50% along with Work Order.
  - 20% completion of six months of the study.
  - 30% after submission of final report.
2. **TDS:** as per Govt. Norms.
3. **Address:**  
Thriveni Sainik Mining Private Ltd, Project Office, Langatu  
Barkagaon, Hazaribag Dist, Jharkhand, PIN: 825311.

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## **E. GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. INDEMNITY**

- I. The Consultant shall indemnify TSMPL against all losses and damages caused through the acts of the Consultant or violation of any terms of this Agreement.
- II. Notwithstanding anything contained herein to the contrary, neither party shall be liable to another party for any special, consequential, or indirect loss or damage including, any loss of profits or revenue, and each party hereby releases the other there from.

### **2. INTELLECTUAL PROPERTY RIGHTS**

All copyrights, design rights or patents in all drawings, reports, specifications, calculations and other documents supplied or produced by the Consultant ("the Intellectual Properties") shall belong to TSMPL, subject to the condition that TSMPL shall pay the professional fees as per relevant clause of this Agreement for the completed level of service. In the case of early termination of this Agreement, TSMPL shall have the exclusive proprietary right for the partially completed set of documents without any restriction. TSMPL shall at all times be at its liberty to continue with the Project/partial completed set of documents either by itself or by appointing any third-party consultants. However the documents provided by consultant is required to be used by TSMPL for other purpose which is not related to the project under consideration here, then written approval shall be taken from consultant for usage.

### **3. FORCE MAJEURE**

TSMPL and the Consultant shall not be liable for any failure to perform or delay in performing its obligation under this Agreement, when and to extent that such failure or delay is due to force majeure. The term "force majeure" shall include, but not limited to accidents, strikes, lockouts, fires, floods, whether similar or dissimilar to those enumerated, acts of God or the public enemy, embargoes, wars (declared or undeclared), riots, civil commotion, interference by civil or military authorities, terrorist acts, Government actions, order(s) or request(s), including (without limitation) the refusal of any Government to grant any necessary export or import license, certification, clearance or other document, mechanical failure or other, failures of material or any other cause or contingency beyond the control of TSMPL and the Consultant.

### **4. CONFIDENTIALITY**

- I. The Consultant shall always keep confidential the contents of this Agreement and will not make any disclosure of the existence of this Agreement or any terms of this Agreement without the consent of the TSMPL unless required by law.
- II. The Consultant agrees to promptly return all Confidential Information and copies thereof, that is documentarily altered or copied, or changed in any way within 10 (ten) days from the written request of TSMPL or on the completion of the Services.

### **5. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements, and representation whether oral or written.

### **6. ASSIGNMENT**

The Consultant shall not, without previous consent of TSMPL in writing, assign any benefit or obligations under this Agreement or any part thereof to any other person or parties.

### **7. DISPUTE RESOLUTION**

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I. 'Consultant' and TSMPL shall meet at such time and place and in such manner as may be agreed, to resolve in an amicable, efficient, and effective manner any dispute which may arise from time to time in connection with this Work-Order. The disputing party shall notify the other formally with a written dispute notice describing the nature of dispute, claims and etc.

II. Both parties shall discuss mutually and try to resolve the matter within 30 days from the date of dispute notice. If unable to resolve the matter in 30 days, the dispute can be referred to Arbitration.

### 8. ARBITRATION

- I. If at any time dispute arises between TSMPL and the 'Consultant' in course of operation of this Work-Order the dispute shall be referred to 3 arbitrators, one from each side under the provision of Arbitration & Conciliation Act 1996 and later amendments if any. The nominated arbitrators shall appoint a chairman arbitrator.
- II. The arbitration proceeding shall be held at Ranchi District in the State of Jharkhand under the Jurisdiction of Court of Law of State Jharkhand. For all-purpose and the legal dispute will be under the jurisdiction of the Court of Law at Ranchi, Hazaribagh, Jharkhand.

### 9. CHANGE IN LAW

Any change in the law, during the Contract duration period, shall be applied accordingly and price adjustment(s), if any, due to change in law, shall be applicable on taxes and/or any other statutory duties, only, and not on the base price, the same shall be adjusted both ways.

#### Important Note:

The activity is getting executed during the 'Covid-19' period and is deemed accepted and understood that all precautionary measures with regard to 'Covid-19 protocol' including instructions and amendments from time to time from MoHA, Central and State Govt. Authorities would be adhered to by the Service provider without any additional cost implication to TSMPL.

Thanking you,

Yours Truly,

For, Thriveni Sainik Mining Pvt. Ltd.

Authorized Signatory

  
25/4/23



I have read all the above terms and conditions, I duly agree and accept the amendment.

For, Guru Ghasidas VishwaVidyalaya.

Authorized signatory

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