

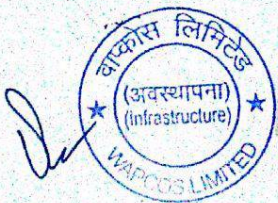
of the organisation would be terminated.

2.31 If due to any reason or decision of the Govt/Client, the Assignment is dropped and the Consultant is directed to discontinue work, the "**Drop Dead Fee**" would be limited to the payments received by the Consultant and the claims already raised and accepted by TANGEDCO, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.

2.32 **Conflict of Interest:** Consulting organisation or their Partners / any other Employee or Associate would not be hired for any work whose interests are that in conflict with their prior or current obligations to the other organisations, or that may place them in a position of being unable to carry out the work assigned to them at any point of time during the currency of engagement by TANGEDCO or above all enable them to pose a threat to TANGEDCO's business in future. Without limitation on the generality of the foregoing, Consulting organisations would not be hired, under the circumstances set forth below:

- a) TPIEA-EA, TPIEA-IT, executing agencies engaged under R-APDRP in a state cannot be appointed as PMA in the respective state.
- b) The Agency appointed as PMA shall not be appointed as executing agency (under IPDS as well as IPDS) in respective state.
- c) The beneficiary utilities shall not engage themselves or their subsidiaries / JVs as their PMA.

2.33 The Consultant shall keep TANGEDCO , both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by TANGEDCO or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Consultant, or the Consultant's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.



23/2/2017  
CE/RAPDRP 5/5