

## PURCHASE ORDER

**PO NO:** 4500033780

**DATE :** 29.07.2020

**Asset:** Cambay

<b>TO:</b> <b>INDUS UNO ONLINE PVT. LTD</b> ALAPATI RAMARAO STREET HANUMANPET., GANDHI NAGAR, VIJAYWADA SRIKAKULAM, 14-6-3, ANDHRA PRADESH,520003, India. Tele:01122447194 Fax: ASHISH.JAIN@INDUSUNO.COM GST Reg. No: 37AADC19220N1Z7	<b>PLACE OF DELIVERY</b> Vedanta Limited (Division # Cairn Oil and Gas) Suvali onshore Terminal Survey No-232,SUVALI VILLAGE, Surat - Hazira Road, Surat,394510, Gujarat,India. Tele:0261-2862792 Fax:0261-2862790 / 93 GST Reg. No.: 24AACCS7101B2Z1
Quotation Ref:	THROUGH ARIBA

**General terms and conditions printed overleaf / attached apart from the terms given below**

SL No	ITEM CODE	HSN/S AC	DESCRIPTION	MPN NO.	UOM	QUANTITY	DeliveryDate	UNIT COST	AMOUNT(INR)
10	MEL3 91216 14002 1	85362 090	BRKR CRCT;PN:16251CA,M:NBK RB425030CA BREAKER, CIRCUIT; TYPE: EARTH LEAKAGE, CURRENT RATING: 25 A, ELECTRICAL POLE QUANTITY: 4P; MANUFACTURER PART NO: 16251CA, MANUFACTURER: SCHNEIDER ELECTRIC, MODEL/MACHINE NO: NBKRB425030CA, VENDOR: SCHNEIDER ELECTRIC; LEAKAGE CURRENT: 30 MA  (Tax: IN:A/P: ND: IGST- 5% )		EA	15.000	11.09.2020	1,667.16	25,007.40
20	10006 6266	85362 040	CB;ELCB,32A,230V,2P,1KA "BREAKER, CIRCUIT;#TYPE: EARTH LEAKAGE, CURRENT: 32 A,#POTENTIAL: 230 V, ELECTRICAL POLE		EA	15.000	11.09.2020	1,424.14	21,362.10

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**PLEASE SEND US THE COPY OF THIS "ORDER" DULY SIGNED AND STAMPED AS ACCEPTED**

Signed By:Santhana Krishnan S Sr. Manager-PSCM Offshore

**VEDANTA LIMITED** (Formerly known as Sesa Sterlite Limited)

**Cairn Oil & Gas:** DLF Atria, Phase 2, Jacaranda Marg, DLF City, Gurugram-122002, Haryana, India

T +91-124 459 3000 F +91-124 414 5612 | [www.cairnindia.com](http://www.cairnindia.com)
**Registered Office:** Vedanta Limited, 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai#400093,

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Tele:01122447194 Fax:  
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GST Reg. No: 37AADC19220N1Z7

**PLACE OF DELIVERY**

Vedanta Limited  
(Division # Cairn Oil and Gas)  
Suvali onshore Terminal  
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Gujarat,India.  
Tele:0261-2862792 Fax:0261-2862790 / 93  
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SL No	ITEM CODE	HSN/S AC	DESCRIPTION	MPN NO.	UOM	QUANTITY	DeliveryDate	UNIT COST	AMOUNT(INR)
			QUANTITY: 2,#INTERRUPT CAPACITY: 1 KA; MNFR: SCHNEIDER ELECTRIC;#MNFR: GE; FFT: FAULT CURRENT: 30 MA, F/LT MOTORS"  (Tax: IN:A/P: ND: IGST- 5% )						
30	10000 2098	85362 040	CB;ELCB,40A,2P "BREAKER, CIRCUIT;#TYPE: EARTH LEAKAGE, CURRENT: 40 A,#ELECTRICAL POLE QUANTITY: 2;#FFT: FAULT CURRENT: 30 MA, F/230VAC DISTRIBUTION#SYSTEM"  (Tax: IN:A/P: ND: IGST- 5% )		EA	25.000	11.09.2020	1,424.14	35,603.50
40	10003 0796	85362 040	CB;ELCB,63A,415VAC,4P "BREAKER, CIRCUIT;#TYPE: EARTH LEAKAGE, CURRENT: 63		EA	10.000	11.09.2020	1,783.75	17,837.50

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SL No	ITEM CODE	HSN/S AC	DESCRIPTION	MPN NO.	UOM	QUANTITY	DeliveryDate	UNIT COST	AMOUNT(INR)
			A,#POTENTIAL: 415 VAC, ELECTRICAL POLE QUANTITY: 4;#MNFR: MDS; MNFR: ABB;#FFT: FREQUENCY: 50 HZ, FAULT CURRENT: 30 MA,#F/LOW VOLTAGE POWER DISTRIBUTION SYSTEM"  (Tax: IN:A/P: ND: IGST- 5% )						
50	10003 0797	85362 040	BRKR CRCT;ELCB,32A,415V AC,4P BREAKER, CIRCUIT; TYPE: EARTH LEAKAGE, CURRENT RATING: 32 A, VOLTAGE RATING: 415 V AC, ELECTRICAL POLE QUANTITY: 4P; FFT: FAULT CURRENT: 30 MA, FREQUENCY: 50 HZ, F/LOW VOLTAGE POWER DISTRIBUTION SYSTEM		EA	15.000	11.09.2020	1,570.00	23,550.00

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			(Tax: IN:A/P: ND: IGST- 5% )						
60	MEL3 91216 01063 6	85362 040	BRKR CRCT;PN:ELCB 40A 4P;ERTH LKGE,40A BREAKER, CIRCUIT; TYPE: EARTH LEAKAGE, CURRENT RATING: 40A, VOLTAGE RATING: 415VAC, ELECTRICAL POLE QUANTITY: 4P; MANUFACTURER: INDOASIAN, MANUFACTURER: ABB; ADD INFO: FAULT CURRENT: 30 MA, FREQUENCY: 50 HZ, F/LOW VOLTAGE POWER DISTRIBUTION SYSTEM  (Tax: IN:A/P: ND: IGST- 5% )		EA	15.000	11.09.2020	1,609.31	24,139.65
70	10003 0803	85362 040	CB;EARTH LKG,10A,230VAC,2P "BREAKER, CIRCUIT;		EA	15.000	11.09.2020	1,209.72	18,145.80

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Quotation Ref:	THROUGH Ariba

SL No	ITEM CODE	HSN/S AC	DESCRIPTION	MPN NO.	UOM	QUANTITY	DeliveryDate	UNIT COST	AMOUNT(INR)
			TYPE: EARTH LEAKAGE, CURRENT: 10 A, POTENTIAL: 230 VAC, ELECTRICAL POLE QUANTITY: 2P; FFT:FREQUENCY: 50 HZ, FAULT CURRENT: 30 MA, F/LOW VOLTAGE POWER DISTRIBUTION SYSTEM"  (Tax: IN:A/P: ND: IGST- 5% )						
80	10002 8399	85362 020	CB;M:DL 100,MCCB,40A,415VAC,4P, 50KA "BREAKER, CIRCUIT;#TYPE: MOULDED CASE, CURRENT: 40 A,#POTENTIAL: 415 VAC, ELECTRICAL POLE QUANTITY: 4,#INTERRUPT CAPACITY: 50 KA;#MODEL: DL 100, MFR: L&T;#FFT: FREQUENCY: 50 HZ, HIGH		EA	1.000	11.09.2020	6,028.03	6,028.03

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SL No	ITEM CODE	HSN/S AC	DESCRIPTION	MPN NO.	UOM	QUANTITY	DeliveryDate	UNIT COST	AMOUNT(INR)
			BREAKING CAPACITY#RATED INSULATION VOLTAGE: 750 V,#F/LOW VOLTAGE POWER DISTRIBUTION SYSTEM"  (Tax: IN:A/P: ND: IGST- 5% )						
90	10009 5211	82029 990	SAW HOLE;3/4IN,SS SAW, HOLE; ARBOR DIAMETER: 3/4IN, BLADE MATERIAL: STAINLESS STEEL  (Tax: IN:A/P: ND: IGST- 5% )		EA	10.000	11.09.2020	183.15	1,831.50
100	10006 7471	74122 019	PLG PIPE;STOPR,BRS,2-1/2IN "PLUG, PIPE;#TYPE: STOPPER, MATERIAL: BRASS, DIAMETER: 2-1/2 IN;#FFT: NICKEL PLATED; CLASS; IIA/IIB WITH #TEMP		EA	5.000	11.09.2020	451.01	2,255.05

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			CLASS-T3;#F/FLAMEPROOF DOUBLE COMPRESSION DUMMY EX'D' GAS#GROUP"						
			(Tax: IN:A/P: ND: IGST- 5%)						

<b>Subtotal</b>	INR:	175,760.53
Integrated GST	INR:	8,788.04
<b>Grand Total</b>	INR:	184548.57

<b>TAX DETAIL:</b>	1. Reimbursement of GST to Contractor/Vendor/Supplier  The above contract/order value is inclusive of all applicable taxes for the time being in force. However, Contractor/Vendor/Supplier shall only be reimbursed for the #appropriate central tax, State tax, Union territory tax and integrated tax" (Commonly as #GST") as has been mentioned in above line items respectively, provided, the Invoice / other documents have been raised appropriately after observing the requirements provided in respective GST laws. However, if GST is payable under "Reverse Charge Mechanism" as per provisions of respective GST Laws, the same will be paid by company to the tax authorities directly at its own.  GST-TDS, as applicable, will be deducted and the same will be in Contractor/Vendor/Supplier account.  Note : #appropriate central tax, State tax, Union territory tax and integrated tax" shall mean the central tax, State tax, Union territory tax and integrated tax as leviable under the Central Goods and
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	<p>Services Tax Act, 2017 (12 of 2017), State Goods and Services Tax Act of the State concerned, the Union Territory Goods and Services Tax Act , 2017(14 of 2017) and the Integrated Goods and Services Tax Act, 2017(13 of 2017).”</p> <p>2. Exemptions / Benefits under GST on supplies of Goods made by Contractors to Company (exclusively on matters related to supply of goods for petroleum operations)</p> <p>The Contractor/Vendor/Supplier shall obtain any exemption/concession from payment of GST in respect of the supply of Goods under this Contract, which the Contractor/Vendor/Supplier is entitled in accordance with exemption notification and any latest revisions (exclusively on matters related to supply of Goods for petroleum operations) issued by the Government of India or respective State Government(s), as the case may be, from time to time or otherwise. To ensure that such exemption/concession is availed, the Contractor/Vendor/Supplier shall inform the Company atleast 15 working days in advance of the Goods to be shipped and the Contractor/Vendor/Supplier shall be responsible for applying for and obtaining (from the Company) the necessary documents required for exemption/concession from GST on the Goods. Contractor/Vendor/Supplier shall also be responsible for applying for and obtaining the other certificates and/or documents as may be required from regulatory authorities for availing exemption/benefit from GST on the Goods. Without limiting this obligation, the Contractor/Vendor/Supplier shall follow the other applicable procedures as may be applicable in this regard. All associated risk/costs for obtaining such certificate/document shall be in Contractor/Vendor/Supplier’s account.</p> <p>Note: Goods supplied for ‘petroleum operations’, will either be subject to 5% IGST or 2.5% CGST+2.5%SGST, as the case may. Contractor/Vendor/Supplier shall satisfy itself about the conditions and procedures as mentioned in respective exemption notifications before supply of Goods.</p> <p>3. GST Compliances by Supplier</p> <p>(i) Notwithstanding anything contained hereinabove, the Contractor/Vendor/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</p>
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	<p>Credit/set off/rebate/refund of the GST (along with cesses and surcharges, if relevant) applicable on the supplies made by the Contractor/Vendor/Supplier 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, for the supplies envisaged under this Contract by the Contractor/Vendor/Supplier, the particular compliances to be undertaken (including aspects like (i) whether Contractor/Vendor/Supplier should charge IGST or CGST-plus-SGST along with the exemptions/benefits available to Company under respective GST Laws; (ii) from where the billing should be undertaken and to which registration of the Company; (iii) whether the Supplier should be responsible to generate the E-Way Bill; (iv) the format of invoices/credit and debit notes/advance receipt vouchers; (v) maintenance of 'Compliance Rating' above a specified threshold; etc) and the relevant timelines for such compliances based on the applicable GST laws.</p> <p>(ii) The Contractor/Vendor/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 compliance rating and thus, undertakes to carry out this foregoing obligation with sincerity, due diligence and without any delay or demur.</p> <p>(iii) 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.</p> <p>(iv) Without prejudice to any other indemnification obligation under this Contract/Purchase Order/Service Order, the Contractor/Vendor/Supplier agrees to, at all times, to hold harmless and indemnify Company from and against all claims, liabilities, expenses, proceedings, costs and losses that may be suffered or incurred by Company which may arise out of or in connection with any failure by the Contractor/Vendor/Supplier to adhere to its obligations under clause (i) above. In this regard, the Contractor/Vendor/Supplier also hereby indemnifies Company from any costs, claim or liability arising out of any claim or action or omission by any employee or consultant or agent or outsourced staff of the Contractor/Vendor/Supplier.</p>
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Signed By:Santhana Krishnan S Sr. Manager-PSCM Offshore

**VEDANTA LIMITED** (Formerly known as Sesa Sterlite Limited)

**Cairn Oil & Gas:** DLF Atria, Phase 2, Jacaranda Marg, DLF City, Gurugram-122002, Haryana, India

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## PURCHASE ORDER

**PO NO:** 4500033780  
**DATE :** 29.07.2020  
**Asset:** Cambay

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<b>PAYMENT TERMS:</b>	<p>Company will make 100% payment within 30 days after receipt of material/services as prescribed and Invoice as supported with documents as per clause ****.The payment shall be made to Contractor's nominated bank account in Indian Rupees by electronic clear ing.</p> <p><b>Documents/Instructions:-</b></p> <ol style="list-style-type: none"> <li>Documents to be submitted to BPO Team for making advance payment:-  # Payment Memo/Performa invoice (original)</li> <li>Documents to be attached with delivery of goods :-  # Packing List /Challan/Invoice (Original); and  # Consignee LR / RR (vendor certified photo copy); and  # Road Permit form (Original) or copy of e-way bills once made mandatory under GST, as the case may be; and  # Material Test /Inspection Certificates/Manual etc. (Original); and  # Other documents if agreed to (Original).</li> <li>Documents to be submitted to BPO Team for making payment  For Payment (Separate Set)  # Tax Invoice (Original) as per GST provisions; and  # SAP generated GRN number or Proof of delivery - Delivery document signed by designated Vedanta employee at delivery location  # SAP generated SES (Service Entry Sheet) number or Vedanta approved quantity measurement sheet or Vedanta approved Pro-forma invoice (As per line items in PO/Contract with quantities duly approved by designated Vedanta employee)</li> <li>Mandatory details which should be available on the Face of Invoice: -  a. Contractor Bank Name  b. Contractor Bank Account No.  c. Bank Branch Address with Pin Code  d. Bank Branch MICR No.</li> </ol>
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	e. Bank Branch IFSC Code f. Permanent Account Number (PAN) h. GSTIN no. (if registered in India) i. Details of Advance Payment, if any j. E-mail id (for communication) k. Place of Supply as per provisions of GST  Additional Details (relevant only for supplier of non GST goods # Crude Oil, Natural Gas, HSD, Petrol and ATF) k. Excise, CST / VAT (TIN) Registration No. l. C form Requirement (if any, as per agreed PO Terms)  Invoice shall be raised in favour of Vedanta Limited (Division: Cairn Oil & Gas) with its correct address & respective GSTIN as mentioned on the first page of this Contract only. This is mandatory requirement for payment of GST to Contractor/Supplier/Vendor.  5. Other Instructions:  1.For each line item in Invoice and other delivery documents, Contractor should provide reference to the PO/SO/Contract line item other wise invoice payment may be rejected.  2. Please obtain a SES/GRN number from Company (Contact Details of User Department Contact Person / Purchase Requisitioner ) and put this on your final invoice to facilitate payment . 3. No Road permit / e-way bills will be issued by the Company for Contractor's Equipments/Goods etc.
<b>OTHER PAYMENT TERMS:</b>	PAYMENT SHALL BE WITHIN 30 DAYS OF RECEIPT OF MATERIAL AND INVOCIE.

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Quotation Ref:	THROUGH ARIBA

<b>INCO TERMS:</b>	<b>DDP: SURAT SITE:</b> The Supplier bears all costs and risks in bringing the goods to Cairn Site. This includes duties, taxes and customs formalities. This term is applicable across all modes of transport.
<b>INVOICE TO:</b>	Invoice in Favour of Invoice shall be raised in favour of Vedanta Limited (Division: Cairn Oil & Gas) with its correct address & respective GSTIN as mentioned on the first page of this Contract only. This is mandatory requirement for payment of GST to Contractor/Supplier/Vendor.  Address for sending physical copy of the original invoice for Payment Purpose (This address should not be mentioned on the Invoice) Accenture BPO Services, C/O. AP Helpdesk (Vedanta Limited), Green Boulevard Building no. B 9A, 2nd Floor, Sector 62, Noida , U.P - 201301. Attention: Accounts Payable. WBPO Contact Number: 0120-4764364. Email: Contactus.pscm@hdcairnindia.com.
<b>DELIVERY TERMS:</b>	Within 6-8 Weeks from PO.
<b>FREIGHT &amp; INSURANCE:</b>	P&F and Freight charges are inclusive in the Unit Rates.  Supplier shall arrange to dispatch the material through reputed transporters on FREIGHT PRE-PAID AND DOOR DELIVERY BASIS only.  Transit InsuranceP&F and Freight charges are inclusive in the Unit Rates.  Supplier shall arrange to dispatch the material through reputed transporters on FREIGHT PRE-PAID AND DOOR DELIVERY BASIS only.  Transit Insurance will be arranged by Vedanta Ltd,
<b>NOTES:</b>	

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<b>PO NO:</b> 4500033780 <b>DATE :</b> 29.07.2020 <b>Asset:</b> Cambay
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	<p><b>IMPORTANT NOTE:</b></p> <p><b>QAQC REQUIREMENTS:</b>All Relevant Test Certificates, Technical literature, service manuals should be provided at the time of supply of material either with the goods or couriered separately to the site procurement department.</p> <p><b>QAQC Requirements:</b> The vendor shall offer the material for pre-dispatch inspection to CIL or CIL appointed Third Party Certifying Agency. Immediate after contract gets awarded Vendor shall submit QAP for CIL approval. Pre-dispatch inspection shall include, apart from final inspection, review of records of all in-house inspection carried out by the vendor, at all stages. On completion of inspection, the certifying agency shall issue an acceptance / rejection report (Inspection release note).</p> <p>Inspection Stages would be as minimum:</p> <ol style="list-style-type: none"> <li>1. Material Checks (Out of PO Total Qty. One would be selected for PMI Test at predispatch stage- If required, it is to be de-assembled; if practically possible in assembled condition, all possible items may be PMI Tested))</li> <li>2. NDT Checks (If Applicable by code)</li> <li>3. Pressure and Leakage Tests as per Testing Std.</li> <li>4. Visual &amp; Dimensional Checks</li> <li>5. Functional/ Operational Checks</li> </ol> <p>10 % of total items per size/ per type are to be witnessed by TPIA appointed by CIL. During offering all 100 % items are to be internally tested and ready for TPI sampling.</p> <p>The vendor shall offer the material for stagewise inspection to VL (Vedanta Limited- Cairn Oil &amp; Gas) or VL appointed Third Party Certifying Agency. Immediate after contract gets awarded Vendor shall submit QAP for VL approval. Pre-dispatch inspection shall include, apart from final inspection, review of records of all in-house inspection carried out by the vendor, at all stages. On completion of inspection, the certifying agency shall issue an acceptance / rejection report (Inspection release note).</p> <p>Inspection Stages would be as minimum requirements to ensure Indigenous material:</p> <ol style="list-style-type: none"> <li>1. Material Checks</li> </ol>
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	<p>2. PMI and NDT Checks  3. Pressure and Leakage Tests as per Testing Std.  4. Visual &amp; Dimensional Checks  5. Marking / TPI Certification</p> <p>10% Items are to be tested under witness of TPIA appointed by VL. Before offering all 100 % items are to be internally tested and ready for predispatch TPI Inspection.</p> <p>Documents to be submitted along with the bid:</p> <ol style="list-style-type: none"> <li>Bidder should have minimum 5 yrs. experience in supplying of manual valves to other industries ( in industries such as Oil &amp; Gas / Petro-Chemical/Fertilizers/Process Industries/Mining/Power) .For supporting past experience,Past Contract copies/ PO Copies should be provided with Bids</li> <li>Bidder's has provided relevant document Justifying their Competency for manufacturing the manual valves</li> <li>Adherence / Compliance to Technical specifications with *Zero deviations taken. Acceptance to the specification of valves shall be submitted along with the bid</li> <li>Bidder's confirmation on all inspection &amp; testing in accordance with approved procedure &amp; standard norms.</li> <li>Bidder's confirmation on the defect Liability period of 1 year from the date of official handover of the valves to the company</li> <li>Filled VL (Cairn) Standard Quality checklist</li> <li>Submission of the schedule of Supply (max. of 14 weeks at Site), mob and de-mob schedule</li> </ol> <p><b>HSE REQUIREMENTS:</b> The driver shall need to carry along a valid original driving license and shall display the same to the CAIRN Security prior to entering the terminal. The vehicle documents shall need to be provided to CIL whenever asked for in case the vehicle is required to enter the premises, the vehicle must be fit for road transportation. In case of transportation of Hazardous Goods, the vendor shall need to ensure that the driver is provided with a TREM card and MSDS, the barrels must be properly secured and intact, In case of haz chem tankers, the CCOE and fitness certificate must be current and valid.The driver to be properly briefed about the transportation hazards and appropriate telephone contacts to be provided in case of emergencies.</p> <p><b>MATERIAL DELIVERY:</b> Materials shall be consigned to above mentioned delivery address only. The goods shall be accepted/received at the CAIRN warehouse on Weekdays from 0900hrs to 1700hrs. ""No delivery of goods to be made on Sundays.</p>
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	<p>OTHERS: A) P&amp;F - Inclusive ,Packing Material should be Eco-friendly (Plastic if used to be of more than 20 microns &amp; The wood used for packing to be treated with eco-friendly chemicals) B) Octroi : Not Applicable at Suvali/Hazira.</p> <p>CORRESPONDENCE ADDRESS: All correspondence with regards the above PO shall be addressed to Attention: Punit Sinojiya - P &amp; SCM, Site Procurement Department. Email: punit.sinojiya@cairnindia.com</p> <p>BANK DETAILS TO BE PROVIDED (FOR ELECTRONIC FUND TRANSFER) : On receipt of this order - Vendor shall provide the following details to the procurement dept. - Pan Number, Bank Account Number, Bank Name, Branch Name &amp; Complete Branch Address {Including Pin}, IFSC &amp; NEFT Code &amp; MICR Code of the Branch.</p> <p>Kindly Follow the below Standard Terms and Conditions :</p> <p>1.Delivery and Billing Address</p> <p>Vedanta Ltd.  (Cairn oil and gas),  Survey No: 232, Village- Suvali,  Surat-Hazira Road, Hazira,  District- Surat  State- Gujarat -  Postal Code- 394510</p> <p>2. For GRN, please contact Warehouse In Charge , Contact No.  0261-6711551-1552 (Email.: SVLWH@cairnindia.com)</p> <p>3. ASN No to be created while dispatching the material. For creation the ASN no: please contact on smartconnect.support@cairnindia.com and Phone no: 0120-4764405/06</p> <p>4. All necessary documents (Drawings / Datasheets / Test Certificates / Guarantee Certificates / Catalogues (if any)) shall be sent along with the material.</p>
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	5. Goods shall be suitably packed for transit.  6. All other Terms & Conditions shall be as per attached Annexure # 1.  7. Original signed & stamped Invoice shall be dispatched on below address with mentioning the GRN number received from Warehouse.  Accenture BPO Services Accounts Helpdesk, (Vedanta Ltd) Green Boulevard Building, Plot no. B 9A 2nd Floor, Sector 62, Noida , U.P Ph : 0120-4764364 Email: contactus.ap@hdcainrindia.com  8. Invoice should reach to ABPO within 15 days from the date of invoice otherwise it will be rejected.
<b>for VEDANTA LIMITED</b> <b>(Division # Cairn Oil &amp; Gas)</b>	
<b>AUTHORISED SIGNATORY</b>	

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## PURCHASE ORDER

<b>PO NO:</b> 4500033780 <b>DATE :</b> 29.07.2020 <b>Asset:</b> Cambay
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<b>TO:</b> <b>INDUS UNO ONLINE PVT. LTD</b> ALAPATI RAMARAO STREET HANUMANPET., GANDHI NAGAR, VIJAYWADA SRIKAKULAM, 14-6-3, ANDHRA PRADESH, 520003, India. Tele: 01122447194 Fax: ASHISH.JAIN@INDUSUNO.COM GST Reg. No: 37AADC19220N1Z7	<b>PLACE OF DELIVERY</b> Vedanta Limited (Division # Cairn Oil and Gas) Suvali onshore Terminal Survey No-232, SUVALI VILLAGE, Surat - Hazira Road, Surat, 394510, Gujarat, India. Tele: 0261-2862792 Fax: 0261-2862790 / 93 GST Reg. No.: 24AACCS7101B2Z1
Quotation Ref:	THROUGH Ariba

**The Contractor shall be under an obligation to acknowledge the acceptance of this PO by way of an email or written notice to the Company within a period of [7] Business days from the date hereof. However, the Parties agree and acknowledge that in case the Contractor fails to acknowledge the acceptance of this PO within the aforementioned period of [7] Business Days, then, the PO shall be deemed to have been accepted by the Contractor without any further acknowledgement or written notice by the Contractor to the Company thereof.**

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Failure to comply with these instructions could lead to a delay in payment  
**PLEASE SEND US THE COPY OF THIS "ORDER" DULY SIGNED AND STAMPED AS ACCEPTED**

Signed By: Santhana Krishnan S Sr. Manager-PSCM Offshore

**VEDANTA LIMITED** (Formerly known as Sesa Sterlite Limited)  
**Cairn Oil & Gas:** DLF Atria, Phase 2, Jacaranda Marg, DLF City, Gurugram-122002, Haryana, India  
 T +91-124 459 3000 F +91-124 414 5612 | [www.cairnindia.com](http://www.cairnindia.com)  
**Registered Office:** Vedanta Limited, 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai#400093,  
 Maharashtra, India | T +91-22 664 34500 | F +91-22 664 34530 | [www.vedantalimited.com](http://www.vedantalimited.com) CIN: L13209MH1965PLC291394

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**Authorized Signatory for Vendor**

### ANNEXURE 1 - GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER

[Note: Clauses highlighted in Red are non-negotiable clauses. Any revision/edits would need Legal sign off.]

**1. Definitions** - In these terms and conditions: '**Company**' shall mean Vedanta Limited, or such other Vedanta company as is identified overleaf as requiring the Goods; '**Supplier**' shall mean the entity identified overleaf to provide the Goods; '**Goods**' shall mean the goods, materials, supplies and/or equipment to be supplied by Supplier pursuant to the Order; '**Order**' shall mean the order for Goods of which these terms and conditions form part, together with any and all specifications, additional terms and conditions, pricing schedules and other details attached hereto;

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**'Co-venturer'** shall mean any other entity with whom Company is or may be from time to time a party to a joint operating agreement or similar agreement relating to the operations for which the Goods are being supplied, together with the successors of such Co-venturer or the assignees of any interest of such Co-venturer.

**2. Co-venturers** - Company enters into this Order for itself and as agent for and on behalf of the other Co-venturers. Notwithstanding the foregoing: (a) Supplier agrees to look only to Company for the due performance of this Order and nothing contained in this Order will impose any liability upon, or entitle Supplier to commence any proceedings against any Co-venturer other than Company; and (b) Company is entitled to enforce this Order on behalf of all the Co-venturers as well as for itself. For that purpose Company may commence proceedings in its own name to enforce all obligations and liabilities of Supplier and to make any claim which any Co-venturer may have against Supplier; and (c) all losses, damages, costs (including legal costs) and expenses recoverable by Company pursuant to this Order or otherwise shall include the losses, damages, costs (including legal costs) and expenses of Company's Co-venturers and its and their respective affiliates, except that such losses, damages, costs (including legal costs) and expenses shall be subject to the same limitations or exclusions of liability as are applicable to Company or Supplier under the Order.

**3. Entire Agreement** - This Order constitutes the sole and entire agreement between Company and Supplier in respect of the supply of the Goods to the entire exclusion of all other terms and conditions. No terms or conditions endorsed upon, delivered or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Order and Supplier waives any right it otherwise might have to rely on such terms and conditions. No variation to any term or condition of this Order shall be valid unless expressly agreed in writing by both parties.

**4. Delivery** - Supplier shall deliver the Goods in accordance with the requirements of the Order. Supplier will ensure that the Goods are properly packed, secured and labelled in accordance with accepted industry practice and to meet Company's requirements as specified in this Order. The Goods shall remain at the risk of Supplier until delivery to Company is complete when ownership of the Goods shall pass to Company. Time for delivery is of the essence. No amendment to the delivery date shall be made unless requested in writing by Company or due to causes beyond the reasonable control of Supplier and Supplier has notified Company in writing of such delay within 3 days of becoming

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aware of such delay. In such circumstance the delivery date shall be extended by a period equal to such period of delay. Supplier will provide Company by the due date(s), all drawings, certificates or other documentation in the specified format as detailed in this Order.

**5. Warranty** - Supplier warrants that the Goods will conform to the specifications, drawings, samples or other descriptions furnished or specified by Company, and will be of satisfactory quality, of good material and workmanship, free from defect and will comply with the requirements of law. In the event of a breach of the foregoing warranty, Supplier shall promptly, at its own cost (including labour and freight costs, if applicable), replace or repair any defective Goods. The foregoing warranty shall remain valid for a period of 12 months from the date the Goods are first put into operational use or 24 months from the date of delivery of the Goods, whichever shall occur first. The Supplier hereby represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the laws of the country where it is incorporated ; (ii) have full corporate power and authority and legal capacity under its constitutive documents and under law to enter into and execute this Order; (iii) is authorized under its constitutive documents and under law to perform its obligation under this Order; (iv) has all corporate authorisations and all other approvals, statutory, regulatory or other consents, licenses, authorisations, waivers or exemptions required to enter into and perform their obligations under the Order; (v) is not restrained, enjoined or otherwise prohibited or made illegal by any applicable law, from executing and performing this Order. The Supplier hereby represents and warrants that:

(i) (a) it is duly incorporated, validly existing and in good standing under the laws of the country where it is incorporated; (b) have full corporate power and authority and legal capacity under its constitutive documents and under law to enter into and execute this Contract; (c) is authorized under its constitutive documents and under law to perform its obligation under this Contract; (d) has all corporate authorisations and all other approvals, statutory, regulatory or other consents, licenses, authorisations, waivers or exemptions required to enter into and perform their obligations under the Contract; (e) is not restrained, enjoined or otherwise prohibited or made illegal by any applicable law, from executing and performing this Contract.

(ii) in case, the Supplier belongs to the category of Micro, Small and Medium Enterprises('MSME') as defined in the Micro, Small and Medium Enterprises Development Act, 2006 and rules made thereunder (as amended from time

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to time) (hereinafter collectively referred to as '**MSME Act**') ,then, the Supplier shall submit to the Company, within 10 days from the execution date of this Order, all documentary evidence including but not limited to the registration certificate establishing the registration of the Supplier under the MSME Act and shall also keep such registration valid during the entire tenure of the Contract.

(iii) in case of breach of and/or failure to observe and comply with the provisions of Clause 1(ii) above by the Supplier, which is an MSME, then, the Company shall not be obligated to comply with the provisions of the MSME Act and/or provide to the Supplier any benefits therein. Any claims, demands, liens, judgments, awards, remedies, liabilities, damages, costs, losses, legal and other expenses arising out of the Supplier's breach of and/or failure to observe and comply with Clause 1(ii) above and levied against the Company, shall be to the account of the Supplier. The Supplier shall indemnify and hold the Company harmless from and against such claims, demands, liens, judgments, awards, remedies, liabilities, damages, costs, losses, legal and other expenses.

**6. Inspection and Approval** - Company reserves the right to visit Supplier's manufacturing or other facilities, at all reasonable times, to inspect the Goods. Any approval or acceptance by Company shall not imply that Company has checked or is responsible for the accuracy or adequacy of any of the Goods and shall not relieve Supplier of any of its obligations, responsibilities or liabilities under the Order. The Goods shall be subject to Company's inspection and acceptance upon delivery, and if rejected due to non-compliance with the requirements of this Order, shall be removed immediately by Supplier at Supplier's risk and cost. In the event that Supplier fails to remove the rejected Goods within 30 days of notification by Company then Company reserves the right to dispose of the Goods and set-off the cost incurred by Company towards disposal of such rejected Goods. Packaging materials for the Items supplied against Purchase order shall be of only an environmental friendly i.e., which shall be of Recyclable and Re-usable in Condition. Also usage of Plastic Papers and Bags shall be the thickness more than 50 Microns as per #Plastic Waste Management Rules, 2016" published by Government of India.

**7. Shipments** - Unless partial shipments are specifically authorised by Company, any additional costs arising from Supplier's inability to ship the complete Goods as a single shipment shall be borne by Supplier. If the Goods are delivered to Company in excess of the quantities ordered, Company shall not be bound to pay for the excess and any

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excess will be and will remain at Supplier's risk and will be returnable at Supplier's expense.

**8. Company Insurance** - Where Company has advised Supplier that Company will provide marine and/or transit insurance in respect of the Goods, Supplier shall comply with all instructions issued by Company in respect of such insurance. If Company is unable to recover any amount in respect of the Goods pursuant to its marine and/or transit insurance cover as a result of Supplier's failure to comply with Company's instructions, Supplier shall be liable to Company for any such unrecoverable amount.

**9. Prices** - Unless otherwise expressly stated in this Order, the price for the Goods is inclusive of all taxes and other charges. No variation in the price or extra charges will be accepted by Company.

**10. Payment** - Except where Company rejects the Goods in accordance with this Order, Company will make payment within 30 days of the later of (a) delivery of the Goods or (b) receipt of a correct invoice. Payment for the Goods shall not constitute acceptance thereof, nor is time for payment of the essence. Invoices/correspondence must bear the Order number.

The Company reserves its right to perform periodic reconciliation of its books of accounts and that of the Supplier, with respect to payments under the Contract. The Supplier shall provide all documentation (including but not limited to invoices, statement of accounts, balance confirmation) at vendor.reconciliation@cairnindia.com on quarterly basis, personnel and support for conducting the reconciliation. The Supplier further agrees and acknowledges that the Company shall be entitled to withhold payments, without payment of interest, if the Supplier fails to perform its obligations under this Clause 10.

**11. Company Property** - Materials, equipment, tools, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by Company shall at all times be and remain the exclusive property of Company, but shall be held by Supplier in safe custody at its own risk and maintained and kept in good condition by Supplier until returned to Company and shall not be disposed of other than in accordance with Company's written instructions, nor shall such items be used otherwise than as authorised by Company in writing.

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**12. Local Goods and Services** - In the provision of the Goods, Supplier shall: (a) give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are available on terms equal or better than imported goods with respect to the timing of delivery, quality, quantity required, price and other terms; (b) employ Indian sub-Suppliers having the required skills or expertise to the maximum extent possible insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no such sub-Suppliers are available, preference shall be given to non-Indian sub-Suppliers who utilise Indian goods to the maximum extent possible, subject to the proviso in 12 (a) above; and (c) co-operate with and assist Indian companies as sub-Suppliers to enable them to develop skills and technology to service the petroleum industry.

**13. Customs or Excise Duties** - Company and Supplier hereby agree to co-operate and to use all reasonable endeavours to obtain any exemption to which Company and/or Supplier is entitled in accordance with notifications issued by the Government of India from time to time, relating to the exemption of customs and excise duties in relation to machinery, plant, equipment and materials imported for use solely and exclusively on matters (inter alia) related to petroleum operations. In the event that notwithstanding the notifications, Supplier is prevented through no fault on the part of Supplier from importing any items the subject of the exemption certificate without payment of customs duties thereon, Supplier shall immediately inform Company and Company and Supplier shall co-operate and liaise to ensure that the items are imported as quickly as possible, provided always that in the event that any customs or excise duties are required to be paid such payment shall be made by Company and not Supplier. Supplier shall obtain all certificates and other consents relating to any equipment and materials provided and shall comply with all necessary import and re-export formalities at its cost. Supplier shall defend, indemnify and hold Company Group harmless from and against any loss, liability, damage or claim arising out of any items imported into India by Supplier which are not required for the purposes of this Order.

**14. Termination** - Without prejudice to any other rights of Company, if Supplier breaches any provision of this Order or if any proceedings in bankruptcy, insolvency or receivership or similar proceedings are taken out against Supplier,

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Company may terminate this Order (or in part) forthwith by giving written notice to Supplier and without any liability whatsoever to the Supplier. Supplier agrees that, in the event that the Company incurs additional expenditure including deployment of any other Supplier for completion of such Order (or part thereof) due to a breach of obligations under this Order by the Supplier, then the Company shall be entitled to recover all such amount incurred by Company for completion of such Order, from the Supplier including by way of deduction from outstanding invoices. In addition, Company may terminate all or part of this Order at any time and without cause on giving notice to Supplier, in which event Company's sole liability to Supplier in respect of such termination shall be to make payment for any Goods actually delivered prior to the date of such termination, together with the actual direct, reasonable and substantiated costs incurred by Supplier as a result of this Order up to the date of termination. Termination of this Order shall be without prejudice to the rights and obligations of the parties up to and including the date of termination and shall not affect or prejudice any term of this Order that is expressly or by implication provided to come into effect on, or continue in effect after, such termination.

**15. Patents** - Supplier shall defend, indemnify and hold Company and its Co-venturers harmless from and against any and all claims, losses, damages, liability, suits and demands arising from actual or alleged infringements of any patent or patent right, copyright or similar protection arising out of or in connection with the performance of this Order by the Supplier, except where such infringement necessarily arise from Company's specifications or instructions to Supplier.

**16. Limitation of Liability** - Notwithstanding anything to the contrary in this Order, in no event shall either Party be liable to the other, whether arising under Order, tort (including negligence), strict liability or otherwise, for loss of business or anticipated profits, loss of opportunity, loss of reputation and any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

**17. Confidentiality** - Company and Supplier shall keep this Order and any information which either party receives from the other in strict confidence and will not disclose the same to any third party without the prior written consent of the other party. The foregoing restriction shall not apply in respect of information necessarily disclosed by Company to its Co-venturers or which was in the possession of the disclosing party prior to this Order or which is required to be disclosed by any law, rule or regulation of any governmental agency or court order. This Clause shall survive the

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T +91-124 459 3000 F +91-124 414 5612 | [www.cairnindia.com](http://www.cairnindia.com)

**Registered Office:** Vedanta Limited, 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai#400093,

Maharashtra, India | T +91-22 664 34500 | F +91-22 664 34530 | [www.vedantalimited.com](http://www.vedantalimited.com) CIN: L13209MH1965PLC291394

Signed By: Santhana Krishnan S Sr. Manager-PSCM Offshore



## PURCHASE ORDER

<b>PO NO:</b> 4500033780 <b>DATE :</b> 29.07.2020 <b>Asset:</b> Cambay
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<b>TO:</b> <b>INDUS UNO ONLINE PVT. LTD</b> ALAPATI RAMARAO STREET HANUMANPET., GANDHI NAGAR, VIJAYWADA SRIKAKULAM, 14-6-3, ANDHRA PRADESH,520003, India. Tele:01122447194 Fax: ASHISH.JAIN@INDUSUNO.COM GST Reg. No: 37AADC19220N1Z7	<b>PLACE OF DELIVERY</b> Vedanta Limited (Division # Cairn Oil and Gas) Suvali onshore Terminal Survey No-232,SUVALI VILLAGE, Surat - Hazira Road, Surat,394510, Gujarat,India. Tele:0261-2862792 Fax:0261-2862790 / 93 GST Reg. No.: 24AACCS7101B2Z1
Quotation Ref:	THROUGH ARIBA

expiry or termination of this Order for a period of three years.

**18. Assignment** - Supplier shall not assign this Order or any rights or obligations hereunder without the prior written consent of Company. The Company shall be entitled (without Supplier's consent) to assign or novate the Order or any part of it or any benefit or interest in or under it to any party. In the event of an assignment or novation by the Company, the Supplier undertakes to enter into such documentation as is reasonably necessary to effect such assignment or novation.

**19. Governing Law and Dispute Resolution** - This Order shall be governed and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts at New Delhi. Any dispute, disagreement, claim or other difference arising out of or in connection with this Order (a #Dispute") shall be resolved in accordance with Clause 19.1 (Dispute Resolution).

**19.1 Dispute Resolution:** Any Dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Order 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. If the Dispute is not conclusively settled within a period of 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 Arbitration and Conciliation Act, 1996 and rules made thereunder (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows: (i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than #50,00,000 (Rupees Fifty Lacs Only) 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. (ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be New Delhi, India. (iii) The award made in pursuance thereof shall be final and binding on the parties. The right to refer any Dispute to arbitration pursuant to this Clause shall survive the expiry or termination of the Order.

**20. Business Ethics** - Company has a Code of Business Ethics Policy applicable to, inter alia, all Suppliers and

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Failure to comply with these instructions could lead to a delay in payment

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suppliers to ensure governance controls for prevention of corruption and bribery. This Code of Business Ethics Policy, by reference, includes (i) Whistle Blower Policy; and (ii) Gifts & Entertainment Policy and can be reviewed on Company's website .Supplier undertakes to comply in full with such Code in the performance of its obligations hereunder. Furthermore, Company does not permit the engagement of undisclosed agents and by acceptance hereby, Supplier confirms it has not utilized the services of, or paid any fee to, any employee/consultant to Company, third party or agency to secure this Purchase Order. The Supplier confirms having read and understood the Code of Business Ethics and Insider Trading Prohibition Policy of the Company, a copy of which has been provided to the Supplier and which inter alia includes (i) measures for prevention of corrupt practices, unfair means and illegal activities including compliance of all anti-bribery and anti-corruption laws and regulations of India, Foreign Corrupt Practices Act, 1977 of USA and UK Bribery Act, 2010 ; and (ii) adherence to the insider trading prohibition laws and regulations of all jurisdictions where securities of the company may be listed including but not limited to SEBI (Prohibition of Insider Trading) Regulations, 2015 [SEBI (PIT) Regulations, 2015], which inter alia prohibits the supplier and its employees and associates from trading in the securities of the company based on any 'Unpublished Price Sensitive Information'. The Supplier confirms that he/she has read the relevant regulations stated above and policies of the Company at the time of entering into this Order and undertakes to abide by the terms thereof to the fullest extent at all times. The Supplier affirms that it has formulated a Code of Conduct and instituted appropriate measures to comply with the requirements of SEBI (PIT) Regulations, 2015 as amended from time to time. 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. The Supplier shall not use the services of any employees of the Company, whether directly or indirectly or offer any inducement or give, offer or promise any gifts, reward, bribes, compensation, kickbacks or any favour or thing of value to an employee of the Company or any person connected with such employee. The Supplier undertakes that in the event of use of any corrupt practices by it, the Company shall be entitled to terminate the Order forthwith and recover from the Supplier, the amount of any loss arising from such termination. A determination of the Company or its nominee to the effect that a breach of the aforesaid undertaking has been committed shall be final and binding on the Supplier. The Parties agree to comply with the provisions of the UK Bribery Act, 2010 and in case of a breach thereof, the same shall be treated as a breach of this Agreement. If at any time during execution or performance of this Order the Supplier 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

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Supplier must report the same immediately at [insert relevant whistleblower email id]. The Supplier shall further at all times perform this Order in a lawful manner consistent with the highest ethical standards and principles, including strict adherence to the Company's Human Rights Policy including the Modern Slavery Act provisions and in case of breach thereof, the same shall be treated as a breach of this Order. 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 Clause 20.

**21. Business Criticality Clause-** Supplier expressly acknowledges that any breach by Supplier of its covenants set forth in this Order will cause irreparable injury to the Company for which monetary damage may not be an adequate remedy. Accordingly, the Supplier hereby confirms that no other client or customer of the Supplier shall receive any precedence over the Company in the provision of the Supplier's resources and performance of the Order and the Supplier hereby confirms that the timely, successful and effective performance and completion of the Order in accordance with this Order is, and shall remain, of utmost importance for the Supplier.

**22. Counterparts** - This Order may be executed in one or more counterparts, each of which will be deemed to be an original Order and all of which, when taken together, will constitute one and the same instrument.

**23. No Agency** - The Parties shall perform all obligations under this Order as independent Parties and nothing contained in this Order 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.

**24. Binding Effect** - This Order shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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