

PURCHASE ORDER

PO NO: 4500034301
DATE : 02.03.2021
Asset: Cambay

TO: INDUS UNO ONLINE PVT. LTD 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	PLACE OF DELIVERY 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)
30	10015 4384	94054 090	FIXT;LED,DIA#240#X#HT# 160MM FIXTURE; TYPE: LED, DIMENSIONS: DIA#240#X#HT#160MM; ADD INFO: POTENTIAL: 110/240 VAC/DC, POWER: 100 W, ENCLOSURE TYPE: FLAMEPROOF, WELL GLASS, FREQUENCY: 50 HZ, CLASSIFICATION: EXD-II A/II B, IP-66 T6, CLASS-1 Ex-d, IP-66, IIA/IIB, T6, Suitable for use in Zone-1 area, INTEGRAL TYPE LED Flood Light fixture (with built-in control gear), in cast aluminium alloy LM-6 enclosure, suitable for 100W. 240V. AC. LED Lamp, with toughened clear heat & impact resistant flat glass, neoprene rubber gasket, built-in controlgear fitted with Electronic Driver & terminals		EA	15.000	31.03.2021	10,780.00	161,700.00

Our Order Number must appear on all related Packages , Delivery Notes and Invoices

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:Askand Kumar Dy. Lead Procurement-Drilling Rigs,Tang.

VEDANTA LIMITED

Cairn Oil & Gas: ASF CENTER TOWER-A, 362-363 Jwala Mill Road, Phase-IV, Udyog-Vihar, Sector-18, Gurugram-122016,Haryana, India

T +91-124 459 3000 | F +91-124 414 5612 | www.cairnindia.com

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

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CIN: L13209MH1965PLC291394

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			<p>duly wired up from inside, having 2 way side entry of 3/4"ET, 1 no. inside & 2 nos. outside marked earthing screws, SS external hardware etc, duly Dark Gray epoxy powder coated as per shade 632 of IS-5, complete in all respect with MS. Coated mounting bracket, cable gland, stopper plug, lamp & mounting accessories. Tested and certified by CIMFR (CMRI) / ERTL and approved by CCOE/PESO & DGMS.</p> <p>Vendor shall submit proposed light fitting drawings with detail specification for approval. After getting approval only vendor shall start manufacturing of light fittings.</p> <p>Vendor must provide PESO,CCOE & CIMFR certificates along with the product.</p>						

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			CCOE,PESO & CIMFR certificates no shall be written on product name plate. (Tax: IN:A/P: ND: IGST- 5%)						
40	MGE261117070040	85044090	MODL;PN:SYBT5;BATT,120V,210X140X546MM MODULE; TYPE: BATTERY, OUTPUT: 120 V, DIMENSIONS: 210X140X546 MM, APPLICATION: UNINTERRUPTIBLE POWER SUPPLY (RATING: 16 KVA); MANUFACTURER PART NO: SYBT5, MANUFACTURER: SCHNEIDER ELECTRIC, EQUIP/TAG MODEL: SYMMETRA LX-SYAF16KI, EQUIP/TAG SERIAL: QD1419260392		EA	13.000	31.03.2021	29,736.00	386,568.00

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			Vendor shall provide valide Gauranty/warranty certificate along with Material. Material shall be suitable to use for SCHNEIDER ELECTRIC make Model: SYMMETRA LX-SYAF16KI, EQUIP/TAG SERIAL: QD141926039 16kva UPS system (Tax: IN:A/P: ND: IGST- 5%)						
Subtotal								INR:	548,268.00
Integrated GST								INR:	27,413.40
Grand Total								INR:	575681.4
TAX DETAIL:			1. Reimbursement of GST to Contractor/Vendor/Supplier						

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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 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)."

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)

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.

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	<p>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 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>
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	<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>
PAYMENT TERMS:	<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 clearing.</p> <p>Documents/Instructions:-</p> <p>1. Documents to be submitted to BPO Team for making advance payment:- # Payment Memo/Performa invoice (original)</p> <p>2. 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).</p> <p>3. Documents to be submitted to BPO Team for making payment</p>

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	<p>For Payment (Separate Set)</p> <p># Tax Invoice (Original) as per GST provisions; and</p> <p># SAP generated GRN number or Proof of delivery - Delivery document signed by designated Vedanta employee at delivery location</p> <p># 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)</p> <p>4. Mandatory details which should be available on the Face of Invoice: -</p> <p>a. Contractor Bank Name</p> <p>b. Contractor Bank Account No.</p> <p>c. Bank Branch Address with Pin Code</p> <p>d. Bank Branch MICR No.</p> <p>e. Bank Branch IFSC Code</p> <p>f. Permanent Account Number (PAN)</p> <p>h. GSTIN no. (if registered in India)</p> <p>i. Details of Advance Payment, if any</p> <p>j. E-mail id (for communication)</p> <p>k. Place of Supply as per provisions of GST</p> <p>Additional Details (relevant only for supplier of non GST goods # Crude Oil, Natural Gas, HSD, Petrol and ATF)</p> <p>k. Excise, CST / VAT (TIN) Registration No.</p> <p>l. C form Requirement (if any, as per agreed PO Terms)</p> <p>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.</p>
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	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.
OTHER PAYMENT TERMS:	PAYMENT SHALL BE WITHIN 30 DAYS OF RECEIPT OF MATERIAL AND INVOCIE.
INCO TERMS:	DDP: Surat Site: 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.
INVOICE TO:	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@hdcainrindia.com.

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TO: INDUS UNO ONLINE PVT. LTD 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	PLACE OF DELIVERY 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

DELIVERY TERMS:	DELIVERY SHALL BE 7-10 WEEKS FROM PO
FREIGHT & INSURANCE:	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 Insurance will be arranged by CIL.
NOTES:	IMPORTANT NOTE: QAQC REQUIREMENTS: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. QAQC Requirements: 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). Inspection Stages would be as minimum: 1. Material Checks (Out of PO Total Qty. One would be selected for PMI Test at predispach stage- If required, it is to be de-assembled; if practically possible in assembled condition, all possible items may be PMI Tested)) 2. NDT Checks (If Applicable by code) 3. Pressure and Leakage Tests as per Testing Std. 4. Visual & Dimensional Checks 5. Functional/ Operational Checks 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.

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

Signed By:Askand Kumar Dy. Lead Procurement-Drilling Rigs,Tang.

VEDANTA LIMITED

Cairn Oil & Gas: ASF CENTER TOWER-A, 362-363 Jwala Mill Road, Phase-IV, Udyog-Vihar, Sector-18, Gurugram-122016,Haryana, India

T +91-124 459 3000 | F +91-124 414 5612 | www.cairnindia.com

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

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CIN: L13209MH1965PLC291394

Signed By:Askand Kumar Dy. Lead Procurement-Drilling

PURCHASE ORDER

PO NO: 4500034301
DATE : 02.03.2021
Asset: Cambay

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	<p>Documents to be submitted along with the bid:</p> <ol style="list-style-type: none"> 1. Bidder should have minimum 5 yrs. experience in supplying of manual valves to other industries (in industries such as Oil & Gas / Petro-Chemical/Fertilizers/Process Industries/Mining/Power) .For supporting past experience,Past Contract copies/ PO Copies should be provided with Bids 2.Bidder's has provided relevant document Justifying their Competency for manufacturing the manual valves 3.Adherence / Compliance to Technical specifications with *Zero deviations taken. Acceptance to the specification of valves shall be submitted along with the bid 4.Bidder's confirmation on all inspection & testing in accordance with approved procedure & standard norms. 5.Bidder's confirmation on the defect Liability period of 1 year from the date of official handover of the valves to the company 6.Filled VL (Cairn) Standard Quality checklist 7.Submission of the schedule of Supply (max. of 14 weeks at Site), mob and de-mob schedule <p>HSE REQUIREMENTS: 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>MATERIAL DELIVERY: 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> <p>OTHERS: A) P&F - Inclusive ,Packing Material should be Eco-friendly (Plastic if used to be of more than 20 microns & 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 & 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</p>
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	<p>shall provide the following details to the procurement dept. - Pan Number, Bank Account Number, Bank Name, Branch Name & Complete Branch Address {Including Pin}, IFSC & NEFT Code & MICR Code of the Branch.</p> <p>Kindly Follow the below Standard Terms and Conditions :</p> <ol style="list-style-type: none"> 1.Delivery and Billing Address Vedanta Ltd. (Cairn oil and gas), Survey No: 232, Village- Suvali, Surat-Hazira Road, Hazira, District- Surat State- Gujarat - Postal Code- 394510 2. For GRN, please contact Warehouse In Charge , Contact No. 0261-6711551-1552 (Email.: SVLWH@cairnindia.com) 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 4. All necessary documents (Drawings / Datasheets / Test Certificates / Guarantee Certificates / Catalogues (if any)) shall be sent along with the material. 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 mentiining the GRN number received from Warehouse.
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PO NO: 4500034301
DATE : 02.03.2021
Asset: Cambay

PLACE OF DELIVERY
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
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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@hdcaindia.com

8. Invoice should reach to ABPO within 15 days from the date of invoice otherwise it will be rejected.

for VEDANTA LIMITED
(Division # Cairn Oil & Gas)

AUTHORISED SIGNATORY

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VEDANTA LIMITED

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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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VEDANTA LIMITED

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Authorized Signatory for Vendor

ANNEXURE 1 - GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER

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; #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; #Company Group” shall mean the Company, its contractors or suppliers (of any tier) excluding any member of the Supplier Group, its Co-venturers from time to time, its and their respective Affiliates, successors and permitted assignees, and its and their respective directors, officers and employees (including agency personnel); #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; #Party” or #Parties” shall mean either the Company or the Supplier as the context so permits and, as expressed in the plural, shall mean the Company and the Supplier collectively; #Supplier” shall mean the entity identified overleaf to provide the Goods; #Supplier Group” shall mean the Supplier, its subcontractors of any tier, its and their respective Affiliates, successors and permitted assignees, and its and their respective directors, officers, employees (including

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agency personnel);

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.

4.1 Delivery # The required date for delivery of the Goods is [date] (the #Delivery Date"), time being declared of the essence of this Order for delivery of the Goods. 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 delivery term for the Goods shall be as per the Incoterms, 2010, [Incoterm, place] (the #Delivery Point"), time being declared of the essence of this Order for delivery of the Goods. The Goods shall remain at the risk of Supplier until delivery to Company is complete when ownership of the Goods shall pass to Company. 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 aware of such delay.

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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.

4.2 Liquidated Damages - If the Supplier fails to deliver the Goods in entirety to the Delivery Point by the Delivery Date, then the Supplier shall be liable to the Company for liquidated damages of [amount] per [day/week] (or pro rata in respect of a part [day/week]) of delay up to a maximum of [amount]. The Parties agree that such liquidated damages are a genuine pre-estimate of the losses which may be sustained by the Company for late delivery and are not a penalty. [Delete if not applicable] Where required, the Company will raise an invoice on the Supplier for liquidated damages as determined above plus applicable GST thereon. In case the Supplier does not pay the invoice raised for the liquidated damages as determined above (plus applicable GST thereon) within 7 days of the invoice being raised on the Supplier, the Company shall deduct the said amount from any payments due to the Supplier under this Order.

5A. 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. 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 (#Warranty Period"). 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 Order; (c) is authorized under its constitutive documents and under law to perform its obligation under this Order; (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 Order; (e) is not restrained, enjoined or otherwise prohibited or made illegal by any applicable law, from executing and performing this Order.

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(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 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 Order.

(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.

5B. Risk Purchase -

In the event of any claim arising under this Clause 5A (Warranty) prior to the end of the Warranty Period the Company may:-

- a) give a prior written notice of 30 (thirty days) to the Supplier requiring the Supplier to replace, repair or make good any defective Goods or any part thereof at its own cost (including labour and freight costs, if applicable); or
- b) if the Supplier fails to immediately commence and thereafter continuously proceed to comply with a notice issued by the Company pursuant to Clause 5B (a) to the Company’s reasonable satisfaction, give notice to the Supplier that the Company will replace, repair or make good any defective Goods in which event the Supplier shall promptly reimburse the Company for any costs incurred by the Company in so doing.

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

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CIN: L13209MH1965PLC291394

Signed By:Askand Kumar Dy. Lead Procurement-Drilling

PURCHASE ORDER

PO NO: 4500034301 DATE : 02.03.2021 Asset: Cambay
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TO: INDUS UNO ONLINE PVT. LTD 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: 37AADCI9220N1Z7	PLACE OF DELIVERY 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

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

8.1 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.

8.2 Indemnity # Company shall defend, indemnify and hold Supplier Group harmless from and against any and all claims, losses, damages, liability, suits and demands in connection with loss of or damage to the property of Company Group (but excluding property of Company Group in the care, custody or control of Supplier Group) and death or sickness of or injury to any member of Company Group arising out of or in connection with the performance of this Order, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of Supplier Group. Supplier shall defend, indemnify and hold Company Group harmless from and against any and all claims, losses, damages, liability, suits and demands in connection with loss of or damage to the property of Supplier Group and death or sickness of or injury to any member of Supplier Group arising out of or in connection with the

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VEDANTA LIMITED

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performance of this Order, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of Company Group.

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 Order. 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 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.

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-contractors having the required skills or expertise to the maximum extent possible insofar as their

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services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no such sub-contractors are available, preference shall be given to non-Indian sub-contractors 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-contractors 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

14.1 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, 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

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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.

14.2 If Supplier is unable to carry out its obligations by reason of Force Majeure events as per Clause 16 and the Force Majeure continues for a period more than [30 days], then Company may by giving notice in writing, terminate this Order 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. In the event of termination by the Company pursuant to this Clause 17.6, the Company's sole liability to the Supplier in respect of such termination shall be to pay to the Supplier the relevant early termination fee set out in Schedule III (Compensation Schedule) or, if no early termination fee is set out, the direct and substantiated costs incurred by the Supplier in respect of the terminated Goods up to the date of termination. The Supplier shall use all reasonable endeavors to mitigate such costs.

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. Consequential Losses- 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.

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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 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

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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 Supplier Code of Conduct within its Code of Business Conduct and Ethics Policy applicable to, inter alia, all contractors and suppliers to ensure governance controls for prevention of corruption and bribery. This Supplier Code of Conduct read with the Code of Business Conduct and 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 the Supplier Code of Conduct read with the Code of Business Conduct & Ethics 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 Supplier Code of Conduct read with Code of Business Conduct and 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

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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 connected with such employee, the 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.

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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.

25. Force Majeure - Neither Party shall have any liability for any default resulting from Force Majeure, which shall include any circumstances beyond the reasonable control of that Party. The Party prevented from performing due to any such cause shall within 24 hours notify the other Party of the reason and the anticipated duration thereof and shall use its best endeavors to remove such cause and shall resume performance of this Order as soon as such cause is removed.

For the purpose of this clause, 'Force Majeure' shall mean riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or earthquake, flood, epidemic, pandemic, or any other natural disaster, but excluding weather/sea conditions as such, regardless of severity; or strikes at national or state level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected Party or its sub-contractors and which affect a substantial or essential portion of the Goods; or fire or explosion (being fire or explosion not caused by the negligence of the affected Party or its sub-contractors); or acts of government which could not have been reasonably anticipated or controlled which make performance impossible or impracticable.

26. Limitation of Liability - The total liability (and whether in Order, tort including without limitation negligence or otherwise) of the Supplier to the Company Group arising out of the performance or non-performance of the Order or any of its obligations under this Order or otherwise shall be limited to 100 % of the Order Price. However, the limitation of liability set forth in this clause shall not restrict the liability of the Supplier under Clause 8.2 (Indemnities), Clause 15 (Patents), Clause 17 (Confidentiality), Clause 20 (Business Ethics) and any other liability arising due to any fraud, Gross Negligence or illegal act or omission of Supplier Group. For the purposes of this clause, 'Gross Negligence' shall mean such conscious, voluntary, wanton and reckless conduct, carelessness or omission as constitutes in effect, an utter disregard for harmful, foreseeable and avoidable consequences that the person knew or ought to have known.

27. Performance Bank Guarantee -

27.1 The Supplier shall furnish, within 7 days of execution of the Order, an irrevocable and unconditional performance bank guarantee in the sum of [insert amount] valid up to [insert date] in the form attached as Appendix 4 (Performance Bank Guarantee) or otherwise approved by Company from a scheduled bank acceptable to the Company (acting

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

Signed By: Askand Kumar Dy. Lead Procurement-Drilling Rigs,Tang.

VEDANTA LIMITED

Cairn Oil & Gas: ASF CENTER TOWER-A, 362-363 Jwala Mill Road, Phase-IV, Udyog-Vihar, Sector-18, Gurugram-122016,Haryana, India

T +91-124 459 3000 | F +91-124 414 5612 | www.cairnindia.com

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CIN: L13209MH1965PLC291394

Signed By: Askand Kumar Dy. Lead Procurement-Drilling

PURCHASE ORDER

PO NO: 4500034301 DATE : 02.03.2021 Asset: Cambay
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TO: INDUS UNO ONLINE PVT. LTD 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	PLACE OF DELIVERY 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

reasonably) (the #Performance Bank Guarantee"). The performance bank guarantee so furnished by the Supplier shall be released upon successful completion of the obligations of the Supplier in terms of the Order after Supplier duly submits a certificate to the effect that there are no claims against the Supplier from any of its vendors, sub-contractors and/or any other third party, including but not limited to the Supplier's employees, engaged in performance of the obligations of the Supplier under the Order. If requested by the Company, the Supplier agrees to extend the validity period of the Performance Bank Guarantee or to issue a further Performance Bank Guarantee in the event that the duration of this Order is for any reason extended beyond such validity date.

27.2 The Supplier shall renew the Performance Bank Guarantee fifteen (15) days prior to the date the Performance Bank Guarantee expires (#Expiry Date") in case of any extension to the Term. If the Supplier does not submit to the Company a renewed Performance Bank Guarantee fifteen (15) days prior to the Expiry Date, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Supplier provides a replacement Performance Bank Guarantee for the equivalent amount.

27.3 The Supplier shall renew the Performance Bank Guarantee or otherwise submit an additional Performance Bank Guarantee, as duly required by the Company, on account of change in the Order Value pursuant to a variation or amendment to the Order, within fifteen (15) days of being so notified by the Company. If the Supplier does not submit to the Company a renewed Performance Bank Guarantee or an additional performance bank guarantee, as the case may be, within the said period of ten (10) days, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Supplier provides a replacement performance bank guarantee(s) for the equivalent amount.

27.4 In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Order to draw on the Performance Bank Guarantees under the following circumstances:

- i. failure by the Supplier to supply the Goods in accordance with the Order resulting in termination; or
- ii. failure by the Supplier to duly perform any of its obligations under this Contract; or
- iii. Any valid claim made by the Company accruing due to any acts/omission of the Supplier and the Supplier fails to pay the Company for such a claim immediately upon such demand.

27.5 The provision and maintenance of the Performance Bank Guarantee by the Supplier in accordance with the terms of the Order shall be a condition precedent to any payment by the Company to the Supplier.

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27.6 If the Supplier fails to provide, maintain or renew the Performance Bank Guarantee in accordance with the terms of the Order, then the Company may, without prejudice to any other rights and remedies to which it may be entitled to, invoke the Performance Bank Guarantee and/or terminate the Order forthwith by written notice.

27.7 In addition to the other circumstances specified in this Order, Company has the right to draw down and, at Company's discretion, apply the proceeds in remedying any breach by Supplier of this Order, all or part of the value of the Performance Bank Guarantee. Such recourse against the Performance Bank Guarantee shall be without limitation to any other right or remedy of the Company in relation to the relevant Supplier breach.

28. Risk and Title-

28.1 The risk of loss of or damage to the Goods shall transfer from the Supplier to the Company:

- a) Where Goods are supplied from outside India, in accordance with applicable INCO Terms (as stipulated under the relevant Call Out Order);
- b) Where Goods are supplied from India, at the time the Goods are delivered to the Company and acknowledgement of possession of the Goods is issued by the Company in accordance with this Order.

28.2 Unless otherwise stipulated in this Order and/or any Call Out Order issued hereunder, title to the Goods shall pass to the Company upon the earlier of:

- a. when the Goods or any part thereof are first identifiable as being appropriated to the Contract;
- b. payment by the Company for the Goods; or
- c. passing of the risk of loss or damage to the Company in accordance with Clause 28.1;

29. Suspension-

29.1 Suspension without Cause

29.1.1 Notwithstanding anything contained herein to the contrary, the Company shall have the right, without cause, at any time to require the Supplier to suspend the supply of Goods (or part thereof) under this Order by giving a prior written notice to the Supplier.

29.1.2 During the Suspension Period pursuant to Clause 29.1.1, the Company shall not be liable to make any payments of whatsoever nature during the period of suspension.

29.2 Suspension Due to Default

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29.2.1 If the Supplier is in breach of any of its obligations under this Order (including, without limitation, any breach of provisions/policies relating to health safety and environment), the Company shall, subject to Clause 29.1.2, be entitled to immediately suspend the supply of Goods by written notice to the Supplier until such time as such breach has been remedied by the Supplier, in which case no rates or other amounts shall be payable to the Supplier in respect of such period of suspension.

29.2.2 Except in the case of a breach which in the reasonable opinion of the Company is likely to endanger the safety of any persons or property, the Company shall, prior to issuing any suspension notice pursuant to Clause 29.2.1, notify the Supplier of the breach. Following receipt of such notice, if the Supplier fails to immediately commence and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction, the Company may issue the suspension notice pursuant to Clause 29.2.1

30. GST Exemption for domestic supply and import in India- Supplier shall follow the shipping instructions given under Annexure A and Annexure B for obtaining GST exemption for domestic supply of Goods and import of Goods in India respectively, if applicable.

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