
		VEDANTA LIMITED - ALUMINIUM & POWER VEDANTA LIMITED ALUMINA PLANT - LANJIGARH - LANJIGARH, KALAHANDI, ODISHA-766027, INDIA GSTIN: 21AACCS7101B1Z8								
0000104231 SYSTEM ENTERPRISES							PO Number : 6600014048			
Vendor Details			Purchase Order Details				Buyer Details			
Vendor Code 104231			Order No. : 6600014048				Buyer : Sagarika Ratha			
Vendor Name SYSTEM ENTERPRISES			Date : 06-Jun-20				Contact : 06677247340			
Email: harshg2@gmail.com , Tel - 9820525132			Order Type : Service		Priority : Normal		Mail ID : sagarika.ratha@vedanta.co.in			
Address: Vasudeo Chamber104,Bhandup, WEST MUMBAI, MAHARASHTRA-400078, INDIA			Version : 0		Version Date : 01-Dec-18					
GSTIN Number : 27ADBFS8437M1ZH										
Header Text: The scope of work includes but not limited to provide auctioneer services of scrap for Vedanta Limited, Lanjigarh. The detail scope of work is attached as annexure. Objective: For conducting forward e-auction for Sale of scrap nonperforming assets and obsolete items. Scope of Work: Ø Auctioneer shall make draft catalogue and share, after getting approval of Commercial team. Ø Auctioneer shall invite parties for auction and ensure maximum participation. Ø Auctioneer to collect KYC (Know your customer) and other background information of the parties looking to participate in the auction. Ø Prior to the auction, the auctioneer shall share the list of participants to the Commercial team, who in turn shall confirm the parties that are eligible to participate. Ø EMD for participating in the auction shall be deposited in Vedanta Limited's account, and upon confirmation from the commercial team (verified by finance team) the party shall be allowed to participate in the auction. Ø Auctioneer shall conduct auction and share the results.										
Item No	Material	HSN Code	Material Description	Order Qty	UOM	Delivery Date	Gross Price	Gross Value		
00010			HIRING OF AUCTIONEER	1	AU	05-Jun-22	1,32,000	1,32,000		
For internal reference PR: 2000044275/00010 Department : COMMERCIAL Requisitioner : Sandeep Mohanty						Discount %	0	0		
						P & F %	0	0		
						CGST %	0	0		
						SGST %	0	0		
						IGST %	18	23,760		
						Other Taxes :		0		
						Total With Tax :		1,55,760		
						Currency :		INR		
Service Details										
Line Item	Service Code	SAC Code	Description	Order Qty.	UOM	Rate	CGST	SGST	IGST	Total
0000000010	SCR801417050002	9961	SPRT;E-AUCTION OF SCRAP AND	1	AU	1,32,000	0	0	23,760	1,55,760

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0000104231 SYSTEM ENTERPRISES		PO Number : 6600014048																								
<p>PROVIDE: SUPPORT; TYPE: E-AUCTION OF SCRAP AND BY PRODUCT, DETAIL: SCOPE: TRANSPARENT & STANDARDIZED SELLING PROCESS FOR ACHIEVING OPTIMUM BEST PRICE NOT INFLUENCED BY CARTELIZED BUYING PROCESS. CONDUCT MARKET MAKING ACTIVITIES TO IDENTIFY PROSPECTIVE CUSTOMERS, THE AUCTIONEER MUST SUBMIT LOT WISE PARTICIPATION DETAILS ALONG WITH DETAILS OF PRE-BID SECURITY AMOUNT PRIOR TO THE AUCTION, AUCTIONEER HAS TO ALLOW THE BIDDERS TO PARTICIPATE IN THE AUCTION IF THEIR FUND ARE AVAILABLE WITH BALCO AND THE SAME IS COMMUNICATED BY BALCO THROUGH MAIL. AUCTIONEER HAS TO SUBMIT “MARKET-FEEDBACK WITH CURRENT PRICE TREND” FOR EVERY AUCTION AND DETAILS OF NEW BIDDERS INCLUDED IN THE AUCTION. AUCTIONEER HAS TO PROVIDE SERVICES FOR SCRUTINY HAZARDOUS WASTE AUTHORIZATION SUBMITTED BY BIDDER FOR EVERY AUCTION. AUCTIONEER HAS TO PROVIDE SERVICES FOR VALUATION OF SCRAP AND BY PRODUCT BY SENDING REPRESENTATIVES AT SITE IN ORDER TO FINALIZE APPROACH OF SALE, RATE TYPE: COMMISSION BASIS, ADDITIONAL INFORMATION: 1 AU=100 INR</p>																										
<table><tr><td></td><td>Basic Value :</td><td>1,32,000</td><td></td></tr><tr><td></td><td>Discount :</td><td>0</td><td></td></tr><tr><td></td><td>P&F charges:</td><td>0</td><td></td></tr><tr><td></td><td>Freight:</td><td>0</td><td></td></tr><tr><td></td><td>Taxes:</td><td>23,760</td><td></td></tr><tr><td>Amount in words : One Lacs Fifty Five Thousand Seven Hundred Sixty Only (INR)</td><td>Grand Total :</td><td>1,55,760</td><td>INR</td></tr></table>				Basic Value :	1,32,000			Discount :	0			P&F charges:	0			Freight:	0			Taxes:	23,760		Amount in words : One Lacs Fifty Five Thousand Seven Hundred Sixty Only (INR)	Grand Total :	1,55,760	INR
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<p>Pricing types:</p> <p>FIRM</p> <p>GST:</p> <p>GST is applicable at the rate mentioned against each line item or such other rate as applicable at the time of supply/service. The supplier shall provide original / Duplicate for Transporter (DFT) invoice copies along with the materials to avail the Input Tax Credit (ITC) by Vedanta Ltd (the recipient). The supplier’s invoice shall specifically mention the HSN/SAC code and applicable tax rate item-wise along with the GSTIN of supplier/Service provider.</p> <p>Apart from this, the supplier/service provider is compulsorily required to upload the invoice /supply details in the GSTN portal correctly as and when invoice is raised so as to avoid ITC mismatch. In case the supplier/service provider fails to provide the tax invoice or correctly upload the invoice/ supply details in the GSTN portal, resulting in refusal of ITC to Vedanta Ltd, the supplier/service provider agrees that Vedanta Ltd shall be entitled to recover such loss of GST credit along with interest (at the statutory rate applicable to Vedanta Ltd) from the supplier/service provider.</p> <p>Delivery Condition:</p> <p>The contract shall remain in force for a period of two years from the date of order</p> <p>Delayed Delivery:</p>																										



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NA

Payment Terms:

100% payment shall be released within 75days from the date of submission of bill and all statutory documents required as per various Law applicable to an employer certified by User In Charge.
Payment shall be made on 0.22 % of actual sale realization value. No service fee is charged for unsold assets.

Other Terms & Conditions:

THIS AGREEMENT is made on
BETWEEN

(1) Vedanta Limited, Lanjigarh, a company incorporated in India currently having its registered office at 1st Floor, #C# wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai#400093, Maharashtra, (hereinafter referred to as the "Company", which expression, unless the context requires otherwise, shall include its successors and permitted assignees); and

(2) SYSTEM ENTERPRISES a company and having its registered office at West Mumbai (hereinafter referred to as the "Service Provider", which expression, unless the context requires otherwise, shall include its successors and permitted assignees).

RECITALS:

WHEREAS the Company requires the Service Provider to provide certain services and the Service Provider is engaged in the business of providing such services and has agreed to perform the Services for the Company on the terms and conditions set out in this Contract.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. The Company hereby engages the Service Provider to provide the services ('Services') as more particularly described under Attachment 1 to Schedule I (Scope of Work).
2. The Service Provider agrees to perform the Services in accordance with the terms and conditions of this Contract and, in consideration of its due performance of the Services, the Company agrees to pay the Service Provider according to the rates, terms and conditions herein contained.
3. The Contract shall comprise the following documents:

This Agreement

Schedule I: Standard Terms and Conditions

Attachment 1 to Schedule I: Scope of work

Attachment 2 to Schedule I: Compensation Schedule

(all hereinafter the "Agreement").

4. In the event of any inconsistency or discrepancy between any of the documents listed above, the Standard Terms and Conditions shall have preference over any other documents and these Standard Terms and Conditions shall apply and shall be incorporated by reference / deemed incorporated in any Purchase Order issued hereunder and shall prevail at all times between the Parties over any other terms and conditions (including any terms or conditions which Service Provider purports to apply except where the Parties by its/their authorized signatories have specifically agreed in writing to vary and override the said Standard Terms and Conditions.

5. The effective date of this Agreement shall be 06.06.2020(hereinafter the "Effective Date") and this Agreement shall be valid for a period of 2 years from the date of order Effective Date / up to 05.06.2022 ("Term") unless terminated earlier in accordance with the provisions of this Agreement.

6. For the purposes of Clause 8 (Payment) of Schedule I (Standard Terms and Conditions), the address for sending invoices shall be as follows:

Accenture *

Contact: Sandeep Mohanty

Email: Sandeep.Mohanty2@vedanta.co.in

Attention: Sandeep Mohanty

7. For the purposes of Notices Clause of Schedule I (Standard Terms and Conditions), the address for notices shall be:

If to the Company:

Vedanta Limited


*

Attention: Anil Rai

Email: Anil.Rai@vedanta.co.in

Ph: 7894429337

If to the Service Provider:

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0000104231 SYSTEM ENTERPRISES		PO Number : 6600014048
<div>SYSTEM ENTERPRISES</div> <div>Vasudeo Chamber104, Bhandup</div> <div>400078</div> <div>8. For the purposes of this Agreement, the Company’s representative shall be Mr Sthitaprangya Mohapatra & for operational matters shall be Mr Sandeep Mahanty. The Service Provider’s representative shall be Mr Ali for all matters, including contractual and operational.</div> <div>IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year herein above written:</div> <div>Signed by.....</div> <div>.....</div> <div>for and on behalf of VEDANTA LIMITED</div> <div>Witness.....</div> <div>.....[Witness Name]</div> <div>Signed by.....</div> <div>.....</div> <div>for and on behalf of SYSTEM ENTERPRISES</div> <div>Witness.....</div> <div>.....</div> <div>SCHEDULE 1</div> <div>STANDARD TERMS AND CONDITIONS</div> <div>DEFINITIONS</div> <div>1.1. In the Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:</div> <div>"Affiliate" shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management of the company, partnership or other person in question, and "controlled" shall be construed accordingly;</div> <div>"Agreement" shall mean the Agreement between the Company and the Service Provider to which this Schedule is attached.</div> <div>"Fees" shall mean the prices and/or rates payable by the Company in respect of the Services and/or as specified in the relevant Purchase Order.</div> <div>"Purchase Order" shall mean the document recording the specific Services to be carried out under this Agreement, from time to time.</div> <div>1.2. Unless otherwise stated, any and all references in the Agreement to Clauses are references to the Clauses of the Agreement.</div> <div>1.3. The headings in the Agreement are used for convenience only and shall not govern or affect the interpretation of the Agreement.</div> <div>1.4. Words denoting the singular shall include the plural and vice versa, where the context requires.</div> <div>1.5. Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.</div> <div>1.6. Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.</div> <div>2. SCOPE OF CONTRACT</div> <div>2.1. The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the Company in accordance with Clause 10 below (Standard Terms and Conditions).</div> <div>2.2. Subject to the provisions of this Agreement, the Parties agree that upon request of the Company in terms hereof, the Service Provider shall perform the Services at such locations and for such periods as may be agreed with the Company.</div> <div>2.3. From time to time, the Company may issue a Purchase Order to the Service Provider. In such case, the terms and conditions of this Agreement shall apply to each such Purchase Order as if repeated in total.</div> <div>2.4. The Service Provider shall commence the Services on the scheduled commencement date stated under this Agreement or in the relevant Purchase Order and shall continue such Services for the Term or the duration of the Purchase Order as applicable unless terminated earlier in accordance with terms and conditions hereunder. Each Purchase Order is subject to agreement on a case by case basis.</div> <div>3. SERVICES</div> <div>3.1. The Service Provider shall perform the Services with all due skill, care and diligence in a safe, competent and timely manner and in accordance with the requirements of the Agreement and/or the relevant Purchase Order.</div> <div>3.2. Except to the extent that it may be legally or physically impossible, the Service Provider shall comply with the Company’s instructions and directions in all matters relating to the Services consistent with the provisions hereunder.</div> <div>3.3. The Service Provider shall agree with the Company in the relevant Purchase Order from time to time as regards the personnel who will perform the Services and shall:</div> <div>(a) only provide such personnel who possess appropriate experience, skills and qualifications necessary for the Services to be performed in accordance with this Agreement;</div> <div>(b) not remove or replace such personnel without the prior written consent of the Company (not to be unreasonably withheld); and</div> <div>(c) nominate a senior manager or director of the Service Provider to have overall responsibility for the provision of the Services in terms stated under this Agreement and/or the relevant Purchase Order, which person shall</div>		



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attend any meetings with the Company on reasonable prior notice.

3.4. The Company shall be entitled to request the Service Provider to replace any of its personnel providing the Services, where in the Company's reasonable opinion such person is incapable and or unsuitable for performing the Services required by this Agreement. The Service Provider shall promptly replace such person at no additional cost to the Company.

3.5. Without prejudice to any other rights of the Company under the Agreement or at law, if the Service Provider fails to perform the Services in accordance with the provisions of this Agreement, the Company may use alternative means to perform the Services and the Service Provider shall be liable for any additional cost incurred by the Company in using such alternate means.

4. FEES

4.1. The Company shall pay for the Services performed in accordance with the prices as per Attachment 2 to Schedule I and/or rates specified in the relevant Purchase Order.

4.2. In case of contingency assignments, the agreed fees for such onetime Services shall be payable on completion of the relevant assignment as per the terms agreed under this Agreement and/or the relevant Purchase Order.

5. SERVICE PROVIDER'S GENERAL OBLIGATIONS

5.1. The Service Provider shall, and the Service Provider shall ensure that its employees and representatives shall, in performing its obligations under this Agreement, comply in all respects with all relevant laws, statutes, regulations and orders for the time being in force.

5.2. Where any of the Service Provider's employees or representatives is present at any of the Company's premises for the purposes of this Agreement, the Service Provider shall at all times remain responsible for the conduct and safety of such employee or representative.

5.3. The Service Provider shall not, in performing its obligations under this Agreement, hold itself out or permit any person to hold it out as being authorised to bind the Company in any way and will not commit any act which might reasonably create the impression that it is so authorised.

5.4. The Service Provider shall ensure that it has in place and maintains in place for the duration of this Agreement sufficient insurance to comply with all applicable laws and to cover its potential liabilities under this Agreement and shall provide evidence of such insurances to the Company on request.

5.5. The Service Provider may not subcontract any of its obligations under this Agreement without the prior written consent of the Company. The Service Provider shall not be relieved from any of its obligations or liabilities under the Agreement by virtue of any subcontract and the Service Provider shall be responsible for all Services, acts, defaults or omissions of its subcontractors (and its or their employees and consultants) as though they were the services, acts, defaults or omissions of the Service Provider.

5.6. In performing the Services, the Service Provider 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) subject to Clause 5.5, employ Indian subcontractors 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 subcontractors are available, preference shall be given to non-Indian subcontractors who utilise Indian goods to the maximum extent possible, subject to the proviso in Clause 5.6 (a) above; and

(c) subject to Clause 5.5, co-operate with and assist Indian companies as subcontractors to enable them to develop skills and technology to service the petroleum industry.

5.7. The Service Provider shall maintain proper and accurate records in relation to the Services and shall provide copies of the same to the Company on request. The Company (or its appointed representative) shall have the right to audit the relevant books and accounts of the Service Provider in relation to any reimbursable charges paid for by the Company under this Agreement. Such audit right shall survive for a period of 2 (two) years following the expiry or termination of the Agreement. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.

5.8. The Contractor shall be deemed to have inspected the Site and its surroundings and to have satisfied itself as to all technical, commercial, social and general conditions of and all circumstances affecting the Site and the Works including the nature of the ground and sub-soil, climatic conditions, the form and nature of the Site, the extent and nature of the work and materials necessary for the carrying out and completion of the Works, the means of communication with and transportation and access to the Site, the accommodation it may require and in general all risks and contingencies influencing or affecting the Works. The Service Provider/Contractor shall not be entitled to any compensation in the event of any default in the performance/services owing to any of the afore-mentioned conditions and shall keep the Company harmless and make good the loss incurred to the Company as a result of such default or misinterpretation or misunderstanding of any such condition. Decision of the COO, Vedanta Limited or Project Head shall be deemed as final in this regard.

6. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY

6.1. The Service Provider shall be liable for and shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with:

(a) any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Service Provider of its obligations under this Agreement.

(b) any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Service Provider.

6.2. Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable to the other, whether arising under Agreement, tort (including negligence), strict liability or otherwise, for any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

7. VARIATIONS

7.1. At any time during this Agreement, the Company may request the Service Provider to vary, amend or otherwise alter the Services (a "Variation Request").

7.2. Upon the receipt of a request from the Company pursuant to Clause 7.1, the Service Provider shall, within 7 days, notify the Company of the effect of the Variation Request on the Fees and/or other terms under this Agreement and/or the relevant Order.



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7.3. If following receipt of the Service Provider's response pursuant to Clause 7.2, the Parties are in agreement on the Variation Request and the adjustments to be made to the Services under this Agreement and/or the relevant Purchase Order, the Parties shall execute a variation order (a "Variation Order") to reflect such agreement.

7.4. The Services shall not be varied, amended or otherwise altered and/or the Fees shall not be adjusted until such time as a Variation Order is executed by both Parties.

8. PAYMENT

100% payment shall be released within 75days from the date of submission of bill and all statutory documents required as per various Law applicable to an employer certified by User In Charge.

Payment shall be made on 0.22 % of actual sale realization value. No service fee is charged for unsold assets.

8.1. In addition to any requirements set out in the relevant Purchase Order, if any, each invoice shall: (a) be in duplicate; (b) bear the Contract Number stated on the cover sheet to the Agreement; (c) state the name, e-mail address, mobile telephone number of the Company's Representative; and (d) be accompanied by supporting evidence and itemised in accordance with the Company's requirements.

Invoices to the Company shall be sent to the address set out in the Agreement. Service Provider must ensure that all invoices for services performed or goods delivered are submitted to the Company within 90 days.

Specifically, the Service Provider shall submit the following information/ documents to the Company unless specifically exempted by the Company representative in writing:

(i) Latest tax residency certificate of the Service Provider as issued by the tax / revenue authorities of Service Provider's country of residence, stating specifically that the Service Provider is tax resident of country as mentioned in such tax residence certificate.

(ii) Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,

(iii) Copy of registration certificates under applicable Indian tax/other laws including but not limited to GST, Excise, import export code etc., as applicable.

(iv) Copy of the withholding tax certificate issued by Indian tax authorities, enabling the Company to make payments to the Service Provider after deduction of such taxes as per prescribed rate in the withholding tax certificate.

8.2. The Company shall make payment of a correct invoice within 45 days of receipt to the Service Provider's nominated bank account. Any invoice not complying with the provisions of this Agreement will be returned by the Company and the Service Provider shall submit a rectifying invoice.

8.3. The Company may dispute any amount on an invoice and withhold the disputed amount provided that:

(a) the Company makes payment of any undisputed portion of the invoice and notifies the Service Provider of the disputed amount within 45 days of receipt of the relevant invoice;

(b) if the dispute is resolved in favour of the Service Provider, the Company shall pay the disputed amount within fifteen (15) days of the date of the resolution of the dispute or forty-five (45) days of receipt of the invoice, whichever is later.

If the dispute is resolved in favour of the Company, the Service Provider shall forthwith issue a credit note for the disputed amount.

8.4. The Company shall be entitled to set-off / adjust / deduct from any invoice under this Agreement, any payment due from the Service Provider to the Company or any of its Affiliates.

9. TAXES

9.1. Definitions

For the purposes of this Clause 9 (Taxation):

(a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;

(b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;

(c) "Goods & Services Tax" or "GST" shall include Central Goods & Service Tax ("CGST"), State Goods & Service Tax ("SGST"), Integrated Goods & Service Tax ("IGST"), Union Territory Goods & Service Tax ("UTGST") & GST Compensation Cess.

9.2. Person Responsible for payment of Taxes

9.2.1. General

Except as may be expressly set out in this Contract, the Service Provider shall be responsible for:

(a) the payment of all Taxes now or hereafter levied or imposed on the Service Provider or its subcontractors or on the personnel of the Service Provider or its subcontractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Service Provider or its subcontractors (hereinafter referred to as "Personal Income tax");

(b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Service Provider or its subcontractors (hereinafter referred to as "Corporate Income tax");

(c) the payment of all GST now or hereafter levied or imposed by any Government Authority on the supply of goods or services, if any, provided to the Company by the Service Provider or its subcontractors;

(d) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, sold to the Company by the Service Provider or its subcontractors (hereinafter referred to as "Sales tax/VAT/CST");

(e) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, manufactured by the Service Provider or its subcontractors for sale to the Company (hereinafter referred to as "Excise Duty"); and

(f) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Service Provider or its subcontractors as a result of the performance of this Agreement.

9.2.2. Exception to General:

Prior to commencing the Services, the Service Provider shall notify the Company whether or not it has Fixed Establishment in India. If the Service Provider notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Service Provider under this Agreement shall be paid by the Company directly to the relevant Government Authority.

9.2.3. Reimbursement of Taxes to the Service Provider



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It is acknowledged that responsibility for payment of Taxes to the Government Authority will be governed as per clause 9.2.1 and 9.2.2, the Service Provider will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Agreement.

9.2.4. Pricing

The Parties agree that details of Taxes included in, or excluded from, the Service Provider's prices and/or rates shall be as stated in the Compensation Schedule to the Agreement and nothing in this Clause 9 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

9.3. Withholding taxes and Withholding certificates

9.3.1. The Company shall, at the time of its payments due to the Service Provider, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Service Provider shall produce to the Company any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Service Provider to receive the payments under the Agreement for a prescribed period without deduction of any tax or deduction at a lower rate.

9.3.2. The Company shall provide the necessary withholding tax certificates to the Service Provider within the time stipulated by the relevant law to enable the Service Provider to file the same with the Government Authority as a proof of payment of such taxes.

9.4. Person Responsible for filing of returns / information to Government Authorities

9.4.1. The Service Provider shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Co rporate Income tax, Personal Income tax, GST, Sales tax and Excise Duty) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

9.4.2. The Service Provider shall also ensure that its subcontractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

9.4.3. The Company, with respect to the tax withheld from the Service Provider in accordance with Clause 9.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

9.5. Company's rights, if treated as representative assessee by Government Authorities

In certain situations, a Government Authority may treat the Company as the representative assessee of the Service Provider and/or its subcontractors and recover the Taxes due to the Government Authority by the Service Provider or its subcontractors from the Company. In such situations, the Company shall have the following rights:

(a) The Company shall be entitled to recover from the Service Provider, the Taxes paid on behalf of the Service Provider or its subcontractors (together with any costs and expenses incurred by the Company in connection therewith) or to retain the same out of any amounts to be paid to the Service Provider or its subcontractors that may be in its possession (whether due under this Agreement or otherwise) and shall pay only the balance, if any, to the Service Provider; and

(b) If the Company is required to furnish any details or documents in such capacity, the Company shall request the details or documents to be furnished to it by the Service Provider and the Service Provider shall immediately furnish the same to the Company. If the Service Provider fails to comply with the foregoing, any penalty/interest levied on the Company for non-filing or late filing of details or documents in this regard shall be recoverable from the Service Provider.

9.6. Indemnity

The Service Provider shall defend, indemnify and hold the Company Group harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any Taxes which may be levied or imposed on the Service Provider or its subcontractors by any Government Authority arising out of or in connection with the performance of this Agreement.

9.7. Changes in Law

If, after the date of execution of this Agreement, there is any change in law which results in a change in the rate of any Tax included in the Service Provider's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Service Provider of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

(a) the Party requesting such revision shall promptly (and in any case prior to submission of the Service Provider's final invoice under this Agreement) notify the other Party that such change in law has arisen; and

(b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and

(c) the provisions of this Clause 9.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

9.8. GST Compliances by Service Provider

9.8.1. Notwithstanding anything contained hereinabove, the Service Provider 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) as applicable on the Services or any supplies if applicable made by the Service Provider under this Agreement 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 to the Service Provider, particulars including but not limited to the following:

(a) whether Service Provider should charge IGST or CGST-plus-SGST;

(b) GST registration number of the Company;

(c) whether the Service Provider should be responsible to generate the E-Way Bill;

(d) the format of invoices/credit and debit notes/advance receipt vouchers;

(e) the requirement for maintenance of a 'GST compliance rating score' above a specified threshold; etc. and

(f) the relevant timelines for such compliances based on the applicable GST laws.

9.8.2. The Service Provider 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



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loss of GST credit, statutory interest liability on such credit loss (under applicable GST laws) and adverse impact on the 'GST compliance rating score' and thus, undertakes to carry out this foregoing obligation with sincerity, due diligence and without any delay or demur.

9.8.3. 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.

9.8.4. Without prejudice to any other indemnification obligation under this Agreement, the Service Provider 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 Service Provider to adhere to its obligations including but not limited to its obligations under clause 9.9.1 above. In this regard, the Service Provider 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 or subcontractor of the Service Provider.

RISK PURCHASE

Ø In the event of any delay or any breach in supply of Supplies and/or Services and/or Works, the Owner shall be at liberty to either (i) continue the Contract with due liquidated damages; or (ii) engage any other agency, parallel to the Contractor, to complete part of the balance supply at the risk and cost of the Contractor; or (iii) cancel the contract and get the balance supply done from any other agency at the sole risk and cost of the Contractor. The additional cost and expenses so incurred by the Owner in procuring the whole or part of Works shall be liable to be recovered from the charges payable to the Contractor or the SD cum PBG so deposited by the Contractor.

Ø In case the already delivered Material cannot be put to intended use in the absence of the undelivered Material, Owner shall have the liberty to buy the entire quantity from any other source at the risk and cost of the Contractor. The additional cost incurred in purchasing the said material from new source, will be recovered from the Contractor besides recovering the cost of material, which has been delivered, by the Contractor and consequential losses incurred by the Owner due to non-supply of balance quantity in time, will also be recovered. However, such Risk Purchase article shall not apply to any part of extension, which would be granted by the Owner under force majeure clause.

10. TERMINATION

10.1. Either Party may, at any time and without cause, terminate all or part of this Agreement by giving no less than [30] days' prior written notice to the other Party. Provided that, if any Services under this Agreement, or any Purchase Order issued hereunder, have already been initiated and the work is in progress, then the Company shall have the right to cancel/ terminate all or any part of the Service under the Agreement or the relevant Purchase Order without cause and with immediate effect.

10.2. In addition, the Company may terminate all or part of this Agreement with immediate effect by written notice to the Service Provider if one of the following circumstances occurs:

- (a) if the Service Provider breaches any provision of this Agreement, provided that where remediable, the Company has notified the Service Provider of such breach and the Service Provider has upon receipt of such notice, failed to immediately and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction; or
- (b) if the Service Provider becomes insolvent or bankrupt or makes a composition or arrangements with its creditors; or
- (c) if the Service Provider is wound up or a resolution for its winding up is made (other than for the purposes of an amalgamation or reconstruction whilst solvent); or
- (d) if the Service Provider has a liquidator, provisional liquidator, receiver, administrator or an administrative receiver or manager of its business or undertaking appointed; or
- (e) if the force majeure under Clause 14 continues for more than thirty (30) days.

10.3. In the event of cancellation/ termination of all or part of this Agreement for any reason, the Company's sole liability to the Service Provider in respect of such cancellation/ termination shall be to make payment of the Fees properly due under this Agreement up to the date of termination.

10.4. The expiry or termination of this Agreement shall be without prejudice to the rights and obligations of the Parties up to and including the date of expiry or termination and shall not affect or prejudice any term of this Agreement that is expressly or by implication provided to come into effect on, or continue in force after, such expiry or termination.

11. CONFIDENTIALITY

11.1. The Company and the Service Provider shall keep any information which either Party learns about or receives from the other pursuant to this Agreement 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 which the Company requires to disclose for the purpose of performing Services or which was in the possession of the disclosing party prior to this Agreement or which is required to be disclosed by any law, rule or regulation of any governmental agency or court order or information which was already within the public domain or which was developed by either Party, independently of and without reference to the Confidential Information and the receiving party has evidence of such independent development. The provisions of this Clause shall survive the expiry of termination of the Agreement for a period of 3 years.

11.2. The Service Provider shall not disclose such Information(s) to any potential subcontractors until such time and in manner agreed by Company in writing. The decision of the Company will be final and binding on the Service Provider in this regard.

11.3. The Service Provider shall use best endeavours to prevent the authorised disclosure of the all information hereunder. Where any information is required to be disclosed under Clause 11.1, the Service Provider shall give prompt notice to the Company and shall use its best commercial endeavours to limit the extent of any such disclosure.

12. NOTICES

12.1. Any notice or other communication required or given under this Agreement shall be delivered in writing either by hand or by courier, registered mail with acknowledgment due, or fax to the address of the relevant Party set out in the Agreement (or such other address as may be notified by the relevant Party from time to time).

12.2. If a notice is delivered by hand or courier during normal business hours of the intended recipient it shall be deemed to have been received at the time of delivery otherwise on the next business day of the recipient. A notice sent by facsimile shall be deemed to have been received at the time when the sender's facsimile machine acknowledges transmission provided however that if the time of acknowledgement of transmission is after 5.00pm on a business day of the recipient it shall be deemed to have been received on the next business day of the recipient.



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12.3. All notices or other communications between the Parties shall be in the English language.

13. GENERAL LEGAL PROVISIONS

13.1. The Company shall be entitled to assign this Agreement to an affiliate/subsidiary or on giving written notice to the Service Provider. Save as aforesaid, the Service Provider shall not be entitled to assign this Agreement or any part or any benefit or interest in or under it without the prior written approval of the Company which the Company may at its sole discretion accept or refuse.

13.2. This Agreement shall not be amended or modified except by mutual agreement in writing between the Parties.

13.3. This Agreement and the all Schedules and Attachments annexed hereto contains the whole agreement between the Parties relating to the subject matter of this Agreement, and supersedes any previous understandings, commitments, agreements or representations in respect of the subject matter.

13.4. No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Agreement shall be interpreted as a waiver of such terms and conditions.

13.5. Nothing in this Agreement shall, or shall be deemed to, create an agency, a partnership or a relationship of employer and employee between the Parties. For the avoidance of doubt, nothing in this Agreement shall prevent or restrict the Company from entering into parallel Agreements with other parties for services similar or related to the Services.

13.6. Unless otherwise specifically stated, both the Company and the Service Provider shall retain all rights and remedies, both under the Agreement and at law, which either may have against the other.

13.7. Each Party represents and warrants to the other that (i) it has been duly registered and organised and is a validly existing legal entity under the laws of the jurisdiction of its incorporation and that it has full power, authority and capacity to enter into and to carry out its obligations under the Agreement and (ii) by performing the Services it will not be in breach of any other Agreement, agreement, license or permit or in violation of any law and (iii) it shall at all times act in accordance with applicable laws and regulations.

13.8. The Service Provider shall comply with all safety instructions of the Company consistent with the provisions of the Agreement including, without limitation, the safety instructions of any of the Company's other Service Providers. Such instructions shall, if the Service Provider so requires, be confirmed in writing by the Company's Representative, so far as practicable.

13.9. The Service Provider shall not be entitled, without the written consent of Company, to make any news release or public announcement concerning the subject matter of the Agreement or to refer to the Company, use its name or logo, in print or electronic forms for marketing or reference purposes.]

13.10. If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

13.11. The provisions of this Agreement are solely for the benefit of the Parties. No other person are intended to have, nor will have, any rights whatsoever, under this Agreement, whether for injury, loss or damage to person(s) or property or for economic loss.

13.12. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will constitute one and the same instrument.

14. FORCE MAJEURE

14.1. Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence such as any (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection and civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 14 and which is beyond the reasonable commercial control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.

14.2. In the event of a force majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify the other party without delay giving the full particulars thereof and shall use reasonable endeavours to remedy the situation without delay.

14.3. Save as otherwise expressly provided in the Agreement, no payments of whatever nature shall be made in respect of a force majeure occurrence.

14.4. Following notification of a force majeure occurrence in accordance with Clause 14.2, the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

15. BUSINESS ETHICS

15.1. The Service Provider 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.

15.2. The Service Provider shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf.

15.3. The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act 2015 and in case of breach thereof, the same shall be treated as a breach of this Agreement.

OR

15.3 The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-Bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

The Service Provider acknowledges and agrees that the Company is subject to the Modern Slavery Act 2015. In performing its obligations under the Agreement, the Service Provider represents and warrants that neither the



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Service Provider nor any of its employees performing the Services:

(a) have been convicted of any offence involving slavery and human trafficking; (b) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; (c) shall indulge in performance of any activity of slavery or human trafficking;

During the course of this Agreement, the Service Provider shall promptly notify the Company as soon as it becomes aware of:

i. an act which may lead to the Company being in any breach, or potential breach, of the Modern Slavery Act 2015; or ii. any actual or suspected act of slavery or human trafficking in connection with this Agreement.

15.4. The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under this clause.

15.5. The Company shall have a right to initiate "audit proceedings" against the Service Provider to verify compliance with the requirements under this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Service Provider shall extend full cooperation for smooth completion of the audit mentioned herein.

15.6. Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination in case, it is found that the Service Provider has failed to comply with requirements under this clause including any corrupt practices. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider.

15.7. If at any time during execution or performance of this Agreement the Service Provider becomes aware of any unethical practices or 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 Service Provider must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance,
Vedanta, 75 Nehru Road
Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id: sgl.whistleblower@vedanta.co.in

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of New Delhi, India.

16.2. Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement 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 (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 Five Million 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 and venue 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 arbitrate Disputes under this Agreement shall survive the expiry or termination of the Agreement.

ATTACHMENT 1 to SCHEDULE I SCOPE OF WORK

The scope of work includes but not limited to provide auctioneer services of scrap for Vedanta Limited, Lanjigarh.

The detail scope of work is attached as annexure.

Objective: For conducting forward e-auction for Sale of scrap nonperforming assets and obsolete items.

Scope of Work:

Auctioneer shall make draft catalogue and share, after getting approval of Commercial team.

Auctioneer shall invite parties for auction and ensure maximum participation

Auctioneer to collect KYC (Know your customer) and other background information of the parties looking to participate in the auction.

Prior to the auction, the auctioneer shall share the list of participants to the Commercial team, who in turn shall confirm the parties that are eligible to participate.

EMD for participating in the auction shall be deposited in Vedanta Limited's account, and upon confirmation from the commercial team (verified by finance team) the party shall be allowed to participate in the auction.

Auctioneer shall conduct auction and share the results.

ATTACHMENT 2 to SCHEDULE I COMPENSATION SCHEDULE

For providing aforesaid services you shall be paid Rs.1,32,000/-(Rupees one lakh thirty two thousand only) as basic price and Rs.23,760/-(Rupees twenty three thousand seven hundred sixty only) as GST@18%.

The contract price is calculated considering annual sale value of 3Cr per annum with auctioneer charges@0.22%.

1. COMPLETENESS OF PRICING


All rates, sums, charges and prices referred to in this Schedule:

(a) are stated in Indian rupees (INR).

(b) are considered complete and fully inclusive in respect of the services being provided and no additional rates, sums, charges or prices shall be paid, except as expressly stated in the Agreement;

(c) shall remain fixed and firm and shall not be subject to amendment for any cause, except as expressly stated in the Agreement.

The cost of any item where the price is left blank shall be deemed included elsewhere.

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<div>2. Taxes</div> <div>The prices and rates set out in this Schedule II (Compensation Schedule) are:</div> <div>(a) inclusive of all Indian direct taxes (including without limitation personnel taxes, withholding taxes and corporate taxes) now or hereafter levied or imposed on the Service Provider; and</div> <div>(b) inclusive of all non-Indian taxes (whether direct or indirect) now or hereafter levied or imposed on the Service Provider; and</div> <div>(c) inclusive of the following Indian taxes at the rates/amounts stated below:</div> <div>Other Tax As Applicable Included in Price</div> <div>The Contractor shall separately state the taxes listed in (c) above in all invoices submitted to the Company under this Contract.</div> <div>3. Withholding Tax</div> <div>TDS shall be deducted as per the applicable rates under Income Tax Act and same shall be in Service Provider’s account only.</div> <div>GST TDS, if applicable shall be deducted as per the applicable rates under relevant GST Act and same shall be in Service Provider’s account only.</div>		
		Authority Signatory