
	VEDANTA LIMITED ALUMINIUM & POWER VEDANTA LIMITED ALUMINA PLANT - LANJIGARH - LANJIGARH, KALAHANDI, ODISHA-766027, INDIA GSTIN: 21AACCS7101B1Z8							
0000303991 STEM LEARNING PRIVATE LIMITED			PO Number : 3402000731					
Vendor Details		Purchase Order Details		Buyer Details				
Vendor Code 303991 Vendor Name STEM LEARNING PRIVATE LIMITED Email: , Tel - 02224933738 Address: Icon 1205, Marathon Nextgen Campus, MUMBAI, MAHARASHTRA-400013, INDIA GSTIN Number : 27AAQCS0110G1ZL		Order No. : 3402000731 Date : 17-Nov-23 Order Type : Version :		Buyer : Debabrat Behera Contact : 7064174817 Mail ID : Debabrat.Behera@vedanta.co.in				
Header Text: Mini Science Centre will be established in 4 different schools in Kalahandi/Raygada district as per the requirement/feasibility and after the recommendation from Vedanta CSR Team. The four different Mini-science centres may be established across a period of time. Each centre will accommodate 80 models, 80 users’ placard, 37 colourful backgrounds, 1 safety placard and 1 teachers manual, subject to availability of space and provisions in the school. Other terms include: <ul style="list-style-type: none">• The Project name will be "Vedanta Mini-Science Centre"• Target Beneficiaries: Students of 5th, 6th, 7th, 8th, 9th & 10th• Set up of platforms and electric connections.• Conducting 2 nos. of Teacher Training Program• Organise 1 Science Competition• Ensure branding of Vedanta• Celebration of National Science Day• Partner should submit monthly progress report and Annual report.• Partner should ensure timely submission of invoice with proper supporting.• Partner should submit all due diligence documents• Establish partnership and collaboration with various stakeholders based on the requirement and applicability.• Hire one manpower for the project. Vendor will consult and take consent from VEDANTA in all matters concerning the staff recruitment, development/modifying the job descriptions and termination of contracts of the staff recruited for this project. If there is any deviation, in the project terms and conditions, then the approval of Head CSR, Vedanta Limited, Lanjigarh to be taken. Vedanta CSR team will hold the flexibility in managing the total cost without any extra cost implication in the total budget, after prior approval from Head CSR, Vedanta Limited, Lanjigarh.								
Item No	Material	HSN Code	Material Description	Order Qty	UOM	Delivery Date	Gross Price	Gross Value
00010			Mini-Science Centre Project	1	AU	30-Nov-26	23,37,000	23,37,000
						Discount %	0	0
						P & F %	0	0
						Freight:		0
						CGST%	0	0
						SGST%	0	0

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0000303991 STEM LEARNING PRIVATE LIMITED									PO Number : 3402000731	
For internal reference PR: 2000058638/00010 Department : CSR Requisitioner : Shanin N S									IGST % 18 4,20,660	
									Other Taxes: 0	
									Total With Tax : 27,57,660	
									Currency : INR	
Service Details										
Line Item	Service Code	SAC Code	Description	Order Qty.	UOM	Rate	CGST	SGST	IGST	Total
0000000010	SCS931415060011	998595	SPRT;INSTLTN OF SCNCE MDLS-C	1	EA	23,37,000	0	0	4,20,660	4,20,660
PROVIDE: SUPPORT; TYPE: INSTALLATION OF SCIENCE MODELS - CSR WORK, DETAIL: INSTALLATION OF MINI SCIENCE CENTER MODELS IN SCHOOL, OPERATING AREA: JHARSUGUDA, RATE TYPE: FIXED										
<div>Basic Value : 23,37,000</div> <div>Discount : 0</div> <div>P&F charges: 0</div> <div>Freight: 0</div> <div>Taxes: 4,20,660</div>										
Amount in words : Twenty Seven Lacs Fifty Seven Thousand Six Hundred Sixty Only (INR)								Grand Total :	27,57,660	INR
Pricing types:										
Firm Price										
Terms of payment:										
"95% payment within 45 days of submission of all statutory documents required as per various Law applicable to an employer and bills duly certified by User in Charge. Balance 5% payment of service amount shall be paid against submission of PBG of equivalent amount. Validity of the PBG shall remain up to Warranty period (2 Years from the job completion)										
Contract riders (clauses):										
This Supplier Code of Conduct is applicable to all ‘Suppliers’ globally. ‘Supplier’ here refers to suppliers/ service providers/ vendors/ traders / agents/ consultants/ contractors/ joint venture partners/ third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kinds of goods or services to Vedanta Resources Plc or any of its subsidiaries, affiliates, divisions (“Vedanta”). This Code sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with Vedanta. This Code embodies Vedanta’s commitment to internationally recognized standards, including the Core Conventions of the International Labour Organization, United Nations’ U niversal Declaration of Human Rights as well as prevalent industry standards, and all other relevant and applicable statutory requirements concerning Environment Protection, Minimum Wages, Child Labour, Anti-Bribery, AntiCorruption, Health and Safety, whichever requirements impose the highest standards of conduct. LABOUR & HUMAN RIGHTS Adhering to all Labour Laws and Human Rights Laws, Suppliers shall: - Comply with all applicable local, state and national laws regarding human rights. - Comply with the Company’s Human Rights Policy. - Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour. - Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment. - Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations. - Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships. - Ensure that employees are not be charged any fees or costs for recruitment, directly or										



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indirectly; - Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees. Vedanta Supplier Code of Conduct HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY - The Supplier shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions. - Supplier shall follow all Environmental, Health and Safety and other operational policies of the Company while executing any work or contract at the company site. - Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company. BUSINESS INTEGRITY Anti-Bribery: The Supplier shall not, directly or through intermediaries, take any recourse to any unethical behavior (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including with any employee of Vedanta. More specifically: - Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and Prevention of Corruption Act of India. - Shall not take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with Vedanta. - Shall not enter into a financial or any other relationship with a Vedanta employee that creates any actual or potential conflict of interest for Vedanta. The Supplier is expected to report to Vedanta any situation where an employee or professional under contract with Vedanta may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier. - Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor. Unfair Trade Practices: Supplier shall desist from any unfair or anti-competitive trade practices. Vedanta Supplier Code of Conduct REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM The Supplier shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind. Suppliers shall also forthwith report any unethical activity or discrimination if practiced by any Vedanta employee/other Suppliers as per Vedanta whistle-blower policy (uploaded on the company website). INTELLECTUAL PROPERTY The Supplier shall take appropriate steps to safeguard and not infringe any Vedanta confidential and proprietary information/ intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with Vedanta. In case of sub-contracting, sharing of confidential information should be made with the consent of Vedanta. THIRD PARTY REPRESENTATION The Suppliers shall not be authorized to represent Vedanta or to use Vedanta's brands without the written permission of Vedanta. Third parties and their employees who are authorized to represent Vedanta are expected to abide by the Vedanta's Code of Conduct & Business Ethics Policy in their interaction with, and on behalf of Vedanta including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information. PROHIBITION ON INSIDER TRADING If the Supplier becomes aware of material, non-public information relating to Vedanta or its business, it may not buy or sell Vedanta securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Supplier becomes aware of material, non-public information about any other company, including Vedanta customers, suppliers, vendors or other business partners, that is obtained by virtue of the supplier's interaction with Vedanta, then the Supplier shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others. Vedanta Supplier Code of Conduct SUPPLIER'S COMPLIANCE COMMITMENT Vedanta expects the Supplier to adhere to all applicable laws and regulations and in particular comply with this Code in letter and spirit. It is the Supplier's responsibility to read and understand the contents of this Code and Vedanta's Code of Conduct & Business Ethics Policy. As a condition of doing business with Vedanta, the Supplier must comply with this Code and agree to uphold such values during its business association with Vedanta. The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and allow access to Vedanta to check compliance upon request with reasonable notice. The Supplier shall notify Vedanta regarding any known or suspected improper behaviour by the Supplier relating to its dealings with Vedanta, or any known or suspected improper behaviour by Vedanta employees. Please contact the concerned Head commercial/ Company Secretary if you have any questions about this Code.

GST:

GST is applicable at rate mentioned against each line item or such other rate as applicable at the time of supply. The supplier shall provide original/ Duplicate for Transporter (DFT) invoice copies alongwith the materials to avail the Input Tax Credit (ITC) by the recipient. Invoice to specifically mention HSN code & tax % item wise alongwith GSTIN of supplier.

Apart from this, the supplier is compulsorily required to upload the invoice/ supply details in GSTN portal correctly, as and when invoice is raised; so as to avoid ITC mismatch. In case the supplier fails to provide the tax invoice, correctly upload the invoice/ supply details in GSTN Portal, no payment will be made to the supplier till the time, these are made good.

As per GST provision, the buyer i.e. Vedanta Ltd can avail GST credit only when the vendor has filed the periodical (normally monthly-due date 11th of next month) showing the respective invoices details along with GST component which will correspondingly display in the name of Vedanta Ltd in GSTR-2B in the Govt. GST portal. Based on such appearance, Vedanta will only be able to avail credit. So payment to vendor towards GST component to be due/released only after such appearance.

Price Basis:


Total Contract Price:23,27,000/-


Delivery Condition:

Mobilization Period: 15 Days from Issue of PO

Contract Period is:1 year from issue of PO

Delayed Delivery:

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LD shall be levied @1% per week delay in mobilization or part there of subject to a maximum ceiling of 10% of the total contract price.		
Payment Terms:		
"95% payment within 45 days of submission of all statutory documents required as per various Law applicable to an employer and bills duly certified by User in Charge. Balance 5% payment of service amount shall be paid against submission of PBG of equivalent amount. Validity of the PBG shall remain up to Warranty period (2 Years from the job completion)		
Special Instructions:		
<div>SL.NO ITEM DESCRIPTION 1</div> <div>SCHOOL</div> <div>NOS OF</div> <div>SCHOOLS TOTAL</div> <div>1</div> <div>MINI SCIENCE</div> <div>CENTRE</div> <div>80 MODELS + 80 USERS PLACARD+ 37</div> <div>COLOURFUL BACKGROUNDS + 1 SAFETY</div> <div>PLACARD + 1 TEACHERS MANUAL</div> <div>INCLUDES INSTALLATION & DELIVERY</div> <div>3,42,650 4 13,70,600</div> <div>2</div> <div>TRAINING OF</div> <div>TEACHERS (TTP) TEACHERS TRAINING PROGRAM -2 47,200 4 1,88,800</div> <div>3</div> <div>MONITORING &</div> <div>EVALUATION Total - 2 visits in individual schools 47,200 4 1,88,800</div> <div>4</div> <div>ANNUAL</div> <div>MAINTENANCE</div> <div>CONTRACT</div> <div>CLEANING SERVICING & IF</div> <div>REPLACEMENT (if any) (complimentary</div> <div>for first year)</div> <div>47,200 4 0</div> <div>5 INFRASTRUCTURE SET UP OF PLATFORMS & ELECTRIC</div> <div>CONNECTIONS 47,200 4 1,88,800</div> <div>6 CELEBRATION CELEBRATION OF NATIONAL SCIENCE</div> <div>DAY 25,000 4 1,00,000</div> <div>7 COMPETITION SCIENCE COMPETITION 15,000 4 60,000</div> <div>8</div> <div>1 MANPOWER</div> <div>RESOURCE</div> <div>DEDICATED FULLTIME RESOURCE FOR</div> <div>CONDUCTING THE TEACHERS'</div> <div>TRAINING PROGRAMME, MONITORING</div> <div>THE PROGRESS AND CHECKING THE</div> <div>UTILISATION IN THE 4 SCHOOLS @ Rs.</div>		

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20000 PER MONTH FOR 12 MONTHS 2,40,000 TOTAL (1+2+3+4+5+6+7+8) 23,37,000 Other Terms & Conditions: Special Instructions: 1. Acceptance Purchaser shall have the right to reject the Goods in whole or in part whether or not paid for in full or in part, within a reasonable time of delivery, if the Service Provider do not conform to the requirements of this Purchase Order. Purchaser shall be entitled to cancel the Purchase Order and purchase the nearest equivalent Goods elsewhere. In the event of cancellation under this condition, Service Provider shall promptly repay any moneys paid under the Purchase Order without any retention or offset whatsoever. Cancellation of the Purchase Order under this condition shall not affect any other rights the Purchaser may have. 2. Risk Purchase In the event of any failure on the Service Provider's part to execute the Purchase Order as per the terms mentioned therein, the Purchaser shall be at liberty to either: a) Continue with the Purchase Order with due liquidated damages; or b) Engage any other agency, parallel to the Service Provider, to complete part of the balance work at the risk and cost of the Service Provider; or c) Cancel the Purchaser Order and get the Equipment / Goods from any other agency at the risk and cost of the Service Provider. 3. The Bill shall be compulsorily accompanied by the following documents for payment processing: a. GST Invoice b. Warranty Certificate if applicable c. Signed and stamped copy of purchase order d. No Claim Certificate e. No Dues Certificate f. Certification by VEDANTA LIMITED, LANJIGARH EIC g. HR Clearance ii. The description of material and the unit of measurement in the invoice should be strictly as per the purchase order. Also, the unit price in the invoice should match with the purchase order. iii. Part dispatch of the material can be done, but there should not be any shortage in the material actually received at site as compared to the invoice quantity. Also, no material in excess of the ordered quantity shall be sent. If any material in excess of the invoice quantity is received, no payment for such excess material will be done unless over delivery tolerance is given in purchase order depending on the nature of item. Note: To ensure timely payment please also send the following documents along with the invoice: a. GST Invoice b. Warranty Certificate if applicable c. Signed and stamped copy of purchase order d. No Claim Certificate e. No Dues Certificate f. Certification by VEDANTA LIMITED, LANJIGARH EIC g. HR Clearance 4. ORDER ACCEPTANCE: Please send us your acceptance of order within 2 days from the receipt of order copy. In the event on non-receipt of the same by the purchaser, the order shall be considered as accepted. Vedanta Limited, Lanjigarh-Odisha And M/S Stem Learning Private limited Contract # (refers to the PO number as mentioned on page 1 of this order)		
<div>CONTRACT FOR PROVISION OF SERVICES (as per Scope of Work)</div> <div>THIS AGREEMENT is made on (as mentioned on page no: 1 of this service order)</div> <div>BETWEEN</div> <div>(1) Vedanta Limited, Lanjighar, a company incorporated under the provisions of Companies Act, 1956, in India, currently having its r egistered office at 1st Floor, #C# wing, Unit 103, Corporate Avenue, Atul Projects,</div>		



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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) M/s Stem Learning Private limited, a company /sole proprietorship/partnership /established and existing under the company act(2003), and having its office at Main Road , Lanjigarh , Kalahandi – 766027,Odisha, INDIA
(hereinafter referred to as the "Service Provider", which expression, unless the context requires otherwise, shall include its successors and permitted assignees).

Attention # Ms.Meera Dhanuka

Email: meera.dhanuka@stemlearning.in

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 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.

2. 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 referred to as the "Agreement").

3. 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 the 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.

4. The effective date of this Agreement shall be _____ (Unless specified refers to PO date mentioned on Page 1 of this order) (hereinafter the "Effective Date") and this Agreement shall be valid for a period of _____ from the Effective Date / up to ("Term").

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

Vedanta Limited

Lanjigarh

Dist. Bhawanipatna | Odisha - 766027, India

Email: abhijeet.tripathy2@vedanta.co.in

Attention:Abhijeet Tripathy

6. 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

Lanjigarh

Dist. Bhawanipatna | Odisha - 766027, India

Email: abhijeet.tripathy2@vedanta.co.in

Attention: Abhijeet Tripathy

If to the Service Provider: (as mentioned on Page 1 of this Purchase order)

#####.

7. For the purposes of this Agreement, the Company's representative shall be Anil Rai & for operational matters shall be Anil Rai. The Service Provider's representative shall be _____ and _____ for all matters, including contractual and operational.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year herein above written:

Signed by#####

for and on behalf of Vedanta LIMITED

Witness#####..[Witness Name]

Signed by#####.

for and on behalf of M/s Stem Learning Private limited

Witness#####.

PLEASE TICK:



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WE HAVE READ AND UNDERSTOOD THE STANDARD TERMS AND CONDITIONS ENCLOSED WITH THIS AGREEMENT AND WE ACCEPT AND AGREE TO ALL THE ABOVEMENTIONED STANDARD TERMS AND CONDITIONS.

SCHEDULE I STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In the Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"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;

"Agreement" shall mean the Agreement between the Company and the Service Provider to which this Schedule is attached.

"Purchase Order" shall mean the document recording the specific Services to be carried out under this Agreement, from time to time.

"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.

1.2 Unless otherwise stated, any and all references in the Agreement to Clauses are references to the Clauses of the Agreement.

1.3 The headings in the Agreement are used for convenience only and shall not govern or affect the interpretation of the Agreement.

1.4 Words denoting the singular shall include the plural and vice versa, where the context requires.

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.

1.6 Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

2. SCOPE OF CONTRACT

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).

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 as agreed under this Agreement and PO.

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.

2.4 The Service Provider shall commence the Services on the scheduled commencement date stated in the Purchase Order and shall continue such Services for the duration of the Purchase Order.

3. SERVICES

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.

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.

3.3 The Service Provider shall ensure that

(a) the Service Provider will engage only such personnel who possess appropriate experience, skills and qualifications necessary for the Services to be performed in accordance with this Agreement; and

If any personnel specifically engaged for the Services provided to the Company is removed or replaced then such intimation about removal or replacement will be made in advance to the Company; and

(b) the Service Provider will nominate a senior manager/ senior responsibility incharge of the Service Provider to have overall responsibility for the provision of the Services in terms of the relevant Purchase Order, which person shall 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 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 and same being not rectified within 10 business days upon receipt of written notice by the Company, <(>,<)> the Company may terminate this Agreement by delivering a written notice and 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 not exceeding the contract value fee to be paid to Supplier during such month, or the differential amount incurred in such alternative means for the remainder contract period, whichever is higher actual.

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 Purchase Order.

5. SERVICE PROVIDER'S GENERAL OBLIGATIONS

5.1 The Service Provider shall, and the Service Provider shall ensure that its employees 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.

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<p>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.</p> <p>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, in connection with the Services under this Agreement, 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. However, the Service Provider shall be entitled and permitted to undertake part of the year-end activities by engaging sub-contractors at its premises.</p> <p>5.6 The Service Provider shall maintain proper and accurate records in relation to the Services and shall provide 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.</p> <p>6. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY</p> <p>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, reasonable costs, damages and reasonable expenses (including reasonable attorney fees) in connection with:</p> <p>(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.</p> <p>(b) any actual infringement of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Service Provider.</p> <p>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.</p> <p>7. VARIATIONS</p> <p>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").</p> <p>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 of the relevant Order.</p> <p>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 relevant Purchase Order, the Parties shall execute a variation order (a "Variation Order") to reflect such agreement.</p> <p>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.</p> <p>8. PAYMENT</p> <p>8.1 As per payment terms</p> <p>8.2 In addition to any requirements set out in the relevant Purchase Order, each invoice shall:</p> <p>(a) be in duplicate;</p> <p>(b) bear the Contract Number stated on the cover sheet to the Agreement;</p> <p>(c) state the name, e-mail address, mobile telephone number of the Company's Representative; and</p> <p>(d) be accompanied by supporting evidence and itemised in accordance with the Company's requirements.</p> <p>Specifically, the Service Provider shall submit the following information/ documents to the Company:</p> <p>(i) Copy of registration certificates under Indian tax/other laws including but not limited to Goods and Service Tax import export code etc., as applicable.</p> <p>(ii) Copy of PAN.</p> <p>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 are submitted to the Company within 90 days.</p> <p>8.3 The Company shall make payment of a correct invoice 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.</p> <p>8.4 The Company may on reasonable grounds dispute any amount on an invoice and withhold the disputed amount provided that:</p> <p>(a) the Company makes payment of any undisputed portion of the invoice and notifies the Service Provider of the disputed amount within of receipt of the relevant invoice;</p> <p>(b) if the dispute is resolved in favour of the Service Provider, the Company shall pay the disputed amount within seven (7) days of the date of the resolution of the dispute or 30 (30) days of receipt of the invoice.</p> <p>8.5 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.</p> <p>9. TAXES</p> <p>9.1 Definitions</p> <p>For the purposes of this Clause 9:</p> <p>(a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;</p> <p>(b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax.</p> <p>9.2 Person Responsible for payment of taxes</p>		



VEDANTA LIMITED ALUMINIUM & POWER

VEDANTA LIMITED ALUMINA PLANT - LANJIGARH - LANJIGARH, KALAHANDI, ODISHA-766027, INDIA

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0000303991 STEM LEARNING PRIVATE LIMITED

PO Number : 3402000731

Except as may be expressly set out in this Agreement, the Service Provider shall be responsible for the payment of all applicable Taxes now or hereafter levied or imposed on the Service Provider or its personnel by any Government Authority under any applicable tax law, at the time, in force in India.

The Company shall not be held responsible, under any circumstances, for any Taxes now or hereafter levied or imposed on any sub-contractor of the Service Provider, or the personnel of any sub-contractor of the Service Provider, by any Government Authority under any applicable tax law, at the time, in force in India.

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 (hereinafter referred to as "Corporate Income tax");

(a) the payment of all applicable Taxes now or hereafter levied or imposed by any Government Authority on the services, if any, provided to the Company by the Service Provider (hereinafter referred to as "Service tax");

(b) the payment of all applicable Taxes now or hereafter levied or imposed by any Government Authority on the services, if any, provided to the Company by the Service Provider (hereinafter referred to as "Goods and Service Tax");

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

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 applicable Tax returns (including, without limitation, returns for Corporate Income tax,) 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 Company shall not be responsible to ensure that the sub-Contractors of the Service Provider 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.

(a)

9.5 Indemnity

The Service Provider 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 any applicable Taxes which may be levied or imposed on the Service Provider by any Government Authority arising out of or in connection with the performance of this Agreement.

The Company shall defend, indemnify and hold the Service Provider harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with the non-compliance with applicable Tax laws which may be applicable on the Company.

9.6 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.

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 Purchase Order has already been initiated and the work is in progress, then the Company only shall have the right to cancel/ terminate any Work under the relevant Purchase Order as specified in such Purchase Order without cause and with immediate effect. In case either Party elects not to serve the entire notice period as prescribed above, such Party shall pay the other Party the fee for the unserved notice period. In such case the fee shall be calculated on the basis of the average of the fee paid by the Company in the preceding six months period.

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 sixty (60) days provided the Service Provider shall also be entitled to terminate the Agreement under this sub-clause..

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

	<p align="center">VEDANTA LIMITED ALUMINIUM & POWER</p> <p align="center">VEDANTA LIMITED ALUMINA PLANT - LANJIGARH - LANJIGARH, KALAHANDI, ODISHA-766027, INDIA</p> <p align="center">GSTIN: 21AACCS7101B1Z8</p>	
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<p>properly due under this Agreement up to the date of termination.</p> <p>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.</p> <p>11. CONFIDENTIALITY</p> <p>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. The provisions of this Clause shall survive the expiry of termination of the Agreement for a period of 3 years.</p> <p>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.</p> <p>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.</p> <p>12. NOTICES</p> <p>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).</p> <p>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.</p> <p>12.3 All notices or other communications between the Parties shall be in the English language.</p> <p>13. GENERAL LEGAL PROVISIONS</p> <p>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.</p> <p>13.2 This Agreement shall not be amended or modified except by mutual agreement in writing between the Parties.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>14. FORCE MAJEURE</p> <p>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.</p> <p>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.</p>		



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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, however, the Company shall be liable to pay for the Services proportionately, rendered to it by the Service Provider until the onset of Force Majeure. The PO raised for services rendered proportionately, would be upon mutually agreed terms.

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. The Service Provider undertakes that in the event of use of any corrupt practices by the Service Provider, the Company shall be entitled to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination. 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.

15.3 If at any time during execution or performance of this Agreement the Service Provider if 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 at Vedanta Limited, sel.whistleblower@vedanta.co.in.

15.4 The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct and the Company's Human Rights Policy including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

15.4.1 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 Clause 15.4.

15.5 The Service Provider shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.

15.6 The Company shall have a right to initiate "audit proceedings" against the Service Provider to verify compliance with AB&C requirements. 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.

15.7 Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith in case, it is found that the Service Provider has failed to comply with AB&C requirements.

15.8 The Service Provider may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves s instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported 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: Vedanta Limited,

sel.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 Odisha, 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 of arbitration shall be Bathinda, Odisha.


(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

(Unless specified, Please refer to the scope mentioned in the line items starting from Page 1 of this order).

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ATTACHMENT 2 to SCHEDULE I COMPENSATION SCHEDULE		
1. COMPLETENESS OF PRICING		
All rates, sums, charges and prices referred to in this Schedule:		
(a) are stated in currency as mentioned in the service list.		
(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.		
2. Taxes		
The prices and rates set out in this Schedule II (Compensation Schedule) are exclusive of any indirect taxes.		
3.Withholding Tax		
TDS shall be deducted as per the applicable rates under Income Tax Act and same shall be in Service Provider's account only.		
4. Pricing Table		
As per the delivery terms and payment terms in this order		
5. Other terms & conditions:-		
A. SAFETY:		
1. The Contractor shall take all safety precautions and provide adequate supervision by competent persons in order to do the job safely and without damage to plant, personnel, and the environment.		
The detail safety instructions and guidelines can be collected from the Engineer/Manager in charge and the Safety Heads of respective area.		
2. Compliance to Safety Rules & Regulations: The Service Provider shall be responsible for the safety and security of all his men and material. Service Provider shall ensure that safety equipment has been provided to all his team members. Service Provider shall provide adequate coverage against any accident met by his team during period of contract. Service provider shall indemnify the owner (VEDANTA LIMITED ,LANJIGHAR) against any claim arising in this regard.		
Terms And Conditions:		
STANDARD TERMS AND CONDITIONS		
1. DEFINITIONS		
1.1. In the Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:		
“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;		
“Agreement” shall mean the Agreement between the Company and the Service Provider to which this Schedule is attached.		
“Contractor’s Personnel” or “Personnel” shall mean all personnel provided by the Contractor Group in connection with the performance of this Contract, including, without limitation, those referred to in the Scope of Work;		
“Data” means all reports, studies, designs, data and other information and materials as may be prepared, created or developed by the Service Provider Group in the course of provision of Services and/or as a result of the Services or in accordance with this Agreement;		
“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.		
“Purchase Order” shall mean the document recording the specific Services to be carried out under this Agreement, from time to time.		
“Site” shall mean the operating site or any other place where the Contractor/Service Provider is performing the Services and/or any supporting activity in respect thereof;		
1.2. Unless otherwise stated, any and all references in the Agreement to Clauses are references to the Clauses of the Agreement.		
1.3. The headings in the Agreement are used for convenience only and shall not govern or affect the interpretation of the Agreement.		
1.4. Words denoting the singular shall include the plural and vice versa, where the context requires.		
1.5. Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any reenactment or amendment thereof for the time being in force.		
1.6. Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.		

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2. SCOPE OF CONTRACT

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 19 (Termination) below.

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.

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.

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

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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.

3. SERVICES

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. If Company notifies the Service Provider of any defect in the performance of the Services, the Service Provider shall rectify such defect at its own expense.

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.

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:

(a) only provide such Personnel who possess appropriate experience, skills and qualifications necessary for the Services to be performed in accordance with this Agreement;

(b) not remove or replace such Personnel without the prior written consent of the Company (not to be unreasonably withheld); and

(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 attend any meetings with the Company on reasonable prior notice.

3.4. 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, by giving a prior written notice of 30 (thirty days) to the Service Provider and the Service Provider shall be liable for any additional cost incurred by the Company in using such alternate means.

4. SERVICE PROVIDER’S REPRESENTATIONS

4.1. The Service Provider represents and warrants that:


(i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to perform the Services as detailed in this Agreement and as may be necessary to perform its obligations hereunder in a professional manner.

(ii) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this Agreement or

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<p>which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.</p> <p>(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.</p> <p>(vii) It shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.</p> <p>(viii) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;</p> <p>(ix) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (IPR) (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Company, for use related to the Services, and that any IPR provided by the Service Provider shall not infringe the IPR of any third party;</p> <p>(x) The Service Provider represents that there is no inquiry/ investigation pending by the police against the Service Provider or its employees. The Service Provider undertakes that it will confirm at his own cost and expense and shall comply in all respect with the provisions of Government Authority applicable to the Service Provider and /or to the Service Provider's employees;</p> <p>(xi) The Service Provider shall be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of any vehicle for performing the Agreement and any toll charges or entry Taxes payable locally and the Service Provider accordingly indemnifies Company against all such liability.</p> <p>(xii) The Service Provider has sufficient resources available to respond to emergencies/ incidents, which may occur along established transportation routes. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. Company shall have no liability whatsoever.</p> <p>4.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.</p> <p>5. SERVICE PROVIDER'S PERSONNEL</p> <p>5.1. Service Provider's Personnel – General</p> <p>5.1.1. The Service Provider shall, at its expense, provide and keep available for the Services, the Service Provider's Personnel.</p> <p>5.1.2. The Service Provider shall ensure that the Service Provider's Personnel shall be sufficient in number and quality to carry out the Services in accordance with the terms and conditions of the Contract and will be suitably qualified and medically fit and certified, if necessary, to perform the tasks required to complete the Services.</p> <p>5.1.3. Without prejudice to the generality of Clause 5.1.2, the Service Provider shall ensure that the Service Provider's Personnel are experienced and qualified for the Services they are required to carry out hereunder, to a standard not less than that required by the Contract and that which may from time to time be required by the relevant Government authorities and in accordance with good industry practice.</p> <p>5.1.4. In relation to any member of the Service Provider's Personnel expected to make, in the Company's sole opinion, significant technical contribution to the Services, the Service Provider shall submit full particulars, in the form of a resume, of the qualifications and experience of such member to the Company prior to that member of the Service Provider's Personnel starting any part of the Services. No such member may start any part of the Services unless the Company's written approval has been given. The Service Provider shall submit resumes of any other member of the Service Provider's Personnel assigned to the Services on written request by the Company.</p> <p>5.1.5. The Company reserves the right to reject any member of the Service Provider's Personnel, prior to that member commencing any part of the Services.</p> <p>5.2. Removal of Personnel</p> <p>The Company may, at any time after the commencement of the Services and at its sole discretion, direct the Service Provider in writing to remove any member of the Service Provider's Personnel from the Site. The Service Provider shall immediately comply with such direction and shall, as soon as reasonably practicable, replace, or procure the replacement of, such person with another person suitably qualified and acceptable to Company. The Service Provider shall bear the costs of any such removal and replacement.</p> <p>5.3. Adjustment to the Service Provider's Personnel</p> <p>The Service Provider shall not at any time without the Company's prior approval increase or decrease the number of the Service Provider's Personnel.</p>		



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5.4. Passports and Visas

5.4.1. The Service Provider, if applicable, shall be responsible and bear the cost of obtaining all visas and entry or other permits (including clearance from the Ministry of Home Affairs and immigration authorities, if applicable) required to enable the Service Provider's Personnel to proceed to and work at the Site. The Company may, at the Company's sole discretion, endeavour to assist the Service Provider to obtain such visas and permits.

5.4.2. The Service Provider's Personnel shall have such documents on their person when rendering services and shall make the same available for inspection by any Government Authority, if required.

5.5. Drugs and Alcohol

Neither the Service Provider nor any of the Service Provider's Personnel (including sub-contractors) shall, except for bona fide medical purposes, keep, sell, barter, give, dispense or otherwise dispose of any drugs or alcoholic liquors to any person at the Site or permit the same to be done by any person. Alcohol shall not be permitted at the Site save in a form generally used in medicine and forming a bona fide constituent of a medical kit. The Company's Representative reserves the right to search the property and person of any member of the Service Provider's Personnel to ensure compliance with the provisions of this Clause 5.5 (Drugs and Alcohol). The Company's Representative may at his absolute discretion prohibit any member of the Service Provider's Personnel to go on to the Site or other facility in the control of Company, or may require such person to leave the Site where he has reasonable grounds to suspect non-compliance with the provisions of this Clause 5.5 (Drugs and Alcohol).

6. FEES

6.1. 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.

6.2. 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.

7.	SERVICE	PROVIDER'S	GENERAL OBLIGATIONS
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7.1. 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.


7.2. Where any of the Service Provider's employees or representatives, including employees or representatives of its subcontractor(s), if any, is/are present at any of the Company's premises for the purposes of this Agreement, the Service Provider shall at all times remain solely responsible for the conduct (including any misconduct) and safety of such employee(s) or representative(s).


7.3. 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.

7.4. 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. The Service Provider undertakes that such insurances shall contain waivers of any rights of recourse including, in particular, subrogation rights against the Company arising out of or in connection with the performance of this Contract to the extent of liabilities assumed by the Service Provider hereunder;

7.5. Notwithstanding the provision of the information by the Company, the Service Provider shall be deemed to have satisfied itself in respect of all relevant matters pertaining to the Services, including, but not limited to, the Scope of Work, the nature of the Services, access to the site, local facilities, climatic, sea, other water and weather conditions, working hygiene and working environment conditions and/or all other matters which may affect the performance of the Services. Any failure by the Service Provider to take into account any of the aforementioned matters shall not relieve or excuse the Service Provider from any of its responsibilities, liabilities or obligations hereunder or entitle the Service Provider to any extra payment.

7.6. The Service Provider shall 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.

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<p>7.7. In performing the Services, the Service Provider shall:</p> <p>(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;</p> <p>(b) subject to Clause 7.5, 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 wh0 utilize Indian goods to the maximum extent possible, subject to the proviso in Clause 7.7 (a) above; and</p> <p>(c) subject to Clause 7.5, co-operate with and assist Indian companies as subcontractors to enable them to develop skills and technology to service the petroleum industry.</p> <p>7.8 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.</p> <p>7.9 Service Provider has visited the site and satisfied itself of all the site conditions. The service provider shall be deemed to have satisfied itself with all the peripheral issues and shall handle all local/regional concerns. The service provider shall be responsible for coordinating and working collaboratively with all the stakeholders as may be necessary for stakeholder management, for execution of the project.</p> <p>7.10 The Service Provider working at site has to abide by all applicable local laws and remit all the local dues including but not limited to payment of royalty towards minor minerals. The service provider must clear the bills of all local dues before demobilizing the site.</p>		
<p>8 INTELLECTUAL PROPERTY RIGHTS</p> <p>8.1 If the Services performed or provided under the Agreement and/or Purchase Order involves a patent, copyright, trademark, or proprietary information (IPR) Intellectual Property Right, the Service Provider hereby grants the Company Group a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge.</p> <p>8.2 The Company is the sole owner of IPR in anything developed and delivered under this Agreement / Purchase Order. Service Provider shall provide at the Company’s reasonable request any documentation necessary to confirm Company’s ownership interest in such intellectual property rights. Service Provider shall retain ownership of any intellectual property rights vested in Service Provider prior to this Agreement or created by Service Provider outside of its performance of this Agreement during the term of this Agreement.</p> <p>8.3 Service Provider shall at all times be responsible for, shall release and shall defend, protect, indemnify, hold harmless and defend Company Group, from and against any Claim by a third party for infringement of any IPR which may arise out of the Services performed and/or provided by Service Provider.</p> <p>8.4 For the purposes of this clause, Intellectual Property Rights includes but is not limited to all vested, contingent and future intellectual property rights including: (i) all inventions, compounds, compositions, substances, methods, processes, techniques, know-how, technology, data, information, discoveries, and materials including ideas, concepts, formulas, assays, practices, software, devices, procedures, designs, constructs, plans, applications, research, regulatory information, manufacturing process, scale-up and other technical data, reports, documentation and samples, including chemical, physical, analytical, safety, manufacturing and quality control data and information, as well as study designs and protocols; and any Patents, trade secrets, confidential information, proprietary processes, or industrial rights directly or indirectly deriving therefrom; (ii) all trademarks, service marks, copyrights, designs, trade styles, logos, trade dress, and corporate names, including all goodwill associated therewith; and (iii) any work of authorship, regardless of copyrightability, all compilations and all copyrights and includes also includes any inventions, made, to be made, discovered, conceived or reduced to practice whether or not patentable.</p>		
<p>9 OWNERSHIP OF DATA</p>		

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<p>9.1 All Data shall be the property of the Company from the date of its creation or development including all Intellectual Property Rights thereto and the Company shall, accordingly, have unfettered right and authority to dispose of, alienate or transfer all Data. No Data created or developed by the Service Provider under this Contract shall become the property of the Service Provider; provided that the risk and responsibility for the loss of, or damage to, any Data shall remain with the Service Provider until delivery of such Data to the Company.</p>		
<p>9.2 All Data shall be fit for the purposes specified in the Contract.</p>		
<p>9.3 All items created or developed by the Service Provider outside the Contract shall remain the property of the Service Provider, provided that the Company shall have the right to use any such item where it is provided to the Company as part of the Services.</p>		
<p>9.4 Notwithstanding anything to the contrary contained in this Contract, it is hereby agreed between the Parties that any Intellectual Property Rights arising out of, from or in relation to this Contract including those created during the course of performance of the Contract, shall belong to and vest in the Company and in this regard, the Service Provider hereby waives any right, title or interest in the same.</p>		
<p>10 INDEMNITY</p>		
<p>10.1 The Service Provider shall defend, indemnify and hold the Company, its directors, officials & employees etc., harmless from and against any and all against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with 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 Supplier of its obligations under this Agreement.</p>		
<p>10.2 The Service Provider shall be liable for and shall defend, indemnify and hold the Company its directors, officials & employees etc., harmless from and against and all claims in connection with any breach, infringement (whether actual or alleged) of Confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this Agreement by the Service Provider.</p>		
<p>10.3 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Company may be entitled to.</p>		
<p>10.4 Company shall have the right to retain/ withhold out of any payment, to be made to the Service Provider , an amount sufficient to indemnify it completely against any such third-party claims and all associated costs.</p>		
<p>10.5 It is the express intention of the Parties hereto that the provisions of this Agreement / Purchase Order shall exclusively govern the allocation of risks and liabilities of the Parties, it being acknowledged that the Agreement reflected herein has been based upon such express understanding. It is acknowledged that the compensation payable to Service provider upplier as specified in this Agreement and/or applicable Purchase Order has been based upon the express understanding that risks and liabilities shall be determined in accordance with the provisions of this Agreement and/or applicable Purchase Order.</p>		
<p>11 LIMITATION OF LIABILITY</p>		
<p>11.1 EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, 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.</p>		
<p>11.2 The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, misrepresentation, death or personal injury.</p>		
<p>12 PAYMENT</p>		
<p>12.1 In addition to any requirements set out in the relevant Purchase Order, if any, each invoice shall:</p>		
<p>(a) be in duplicate; (b) bear the Contract Number stated on the cover sheet to the Agreement;</p>		
<p>(c) state the name, e-mail address, mobile telephone number of the Company's Representative; and</p>		
<p>(d) be accompanied by supporting evidence and itemised in accordance with the Company's requirements.</p>		



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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.

12.2 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.

- 12.3. 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.

12.4 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.


13 PERFORMANCE BANK GUARANTEE

13.1 The provisions of this clause shall be applicable only in those cases wherein the Service Provider is required to furnish a performance bank guarantee as per the terms and conditions of this Agreement.

13.2 The Service Provider shall furnish, within 7 days of execution of this Agreement, and irrevocable Performance Bank Guarantee of such value as may be mutually agreed between the parties. The Performance Bank Guarantee so furnished by the Service Provider shall be released upon successful completion of the obligations of the Service Provider in terms of the Agreement after the Company duly submits a certificate to the effect that there are no claims against the Company from any of its vendors, subcontractors and/or any other third party, including but not limited to the Service Provider's employees, engaged in performance of the obligations of the Service Provider under the Agreement. If requested by the Company, the Service Provider 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 Agreement is for any reason extended beyond such validity date.

13.3 The Service Provider 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 Service Provider 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 Service Provider provides a replacement Performance Bank Guarantee for the equivalent amount.

13.4 The Service Provider 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 Agreement value pursuant to a variation or amendment to the Agreement, within fifteen (15) days of being so notified by the Company. If the Service Provider 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 Service Provider provides a replacement performance bank guarantee(s) for the equivalent amount.

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<div>13.5 In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Agreement to draw on the Performance Bank Guarantees under the following circumstances: i) failure by the Service Provider to supply the Services in accordance with the Agreement resulting in termination; or ii) failure by the Service Provider to duly perform any of its obligations under this Agreement; or iii) Any valid claim made by the Company accruing due to any acts/omission of the Service Provider and the Service Provider fails to pay the Company for such a claim immediately upon such demand.</div> <div>13.6 The provision and maintenance of the Performance Bank Guarantee by the Service Provider in accordance with the terms of the Agreement shall be a condition precedent to any payment by the Company to the Service Provider.</div> <div>13.7 If the Service Provider fails to provide, maintain or renew the Performance Bank Guarantee in accordance with the terms of the Agreement, 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 Agreement forthwith by written notice.</div> <div>13.8 In addition to the other circumstances specified in this Agreement, Company has the right to draw down all or part of the value of the Performance Bank Guarantee and, at Company’s discretion, apply the proceeds in remedying any breach by Service Provider of this Contract. 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 Service Provider breach.</div> <div>14 SPECIFICATION VARIATION</div> <div>14.1. No adjustment to the Scope of Work, the Specification, the prices and/or rates set out in Compensation Schedule or the Completion Date (or any other date specified in the Agreement for performance by the Service Provider) shall be valid unless a variation order has been issued in writing by the Company (a “Variation Order”).</div> <div>14.2. The Company may at any time issue a Variation Order to the Service Provider requiring the Service Provider to alter, amend, omit, add to, accelerate, reprogramme or otherwise vary any part of the Scope of Work or Purchase Order and/or the Specification. Upon receipt of a Variation Order the Service Provider shall proceed immediately as instructed, and any necessary adjustment to prices and/or rates or dates for performance shall be subsequently made in accordance with Clause 14.3 below.</div> <div>14.3. Where the Company has issued a Variation Order in accordance with Clause 14.2, the Parties shall use all reasonable endeavours to agree on fair and reasonable adjustments to the prices and/or rates and/or dates for performance, which shall, to the extent possible, be based on the existing prices and/or rates and/or dates for performance specified in the Agreement. Such adjustments shall be recorded in a further Variation Order.</div> <div>14.4 Notwithstanding anything contained in this Clause 14, if the parties fail to mutually arrive at the terms of the Variation Order, then the decision of the Company shall be final and binding and the Service Provider shall be required to carry out its obligations under the Contract, including the execution of variation in works, as proposed by the Company.</div> <div>15 ADVANCE BANK GUARANTEE</div> <div>15.1 The provisions of this clause shall be applicable only in those cases wherein the Service Provider is required to furnish an advance bank guarantee as per the terms and conditions of this Agreement.</div> <div>15.2 The Service Provider shall furnish an irrevocable, unconditional bank guarantee equivalent to 100% of the Advance Payment, from a scheduled bank acceptable to the Company (acting reasonably) and in the form attached as Attachment 3 to Schedule I (Advance Bank Guarantee) or otherwise approved by Company and shall be valid till the expiry of the Contract to be paid by the Company to the Service Provider as per the terms and conditions of the Contract as security for the Advance Payment made by the Company to the Service Provider and to secure all other obligations of the Service Provider under this Contract (the “Advance Bank Guarantee”) as a condition precedent to the release of Advance Payment.</div> <div>15.3 The Service Provider shall renew the Advance Bank Guarantee ten (10) days prior to the date the Advance Bank Guarantee expires (“Expiry Date”) in case of any extension to the Term. If the Service Provider does not submit a renewed Advance Bank Guarantee ten (10) days prior to the Expiry Date, with the Company, the Service Provider shall have the right to immediately draw down complete Advance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement Advance Bank Guarantee for the equivalent amount.</div> <div>15.4 The Service Provider shall renew the Advance Bank Guarantee or otherwise submit an additional Advance Bank Guarantee, as duly required by the Company, on account of change in the Contract Value or in case of any upward revision to the Advance Payment, pursuant to a variation or amendment to the Contract, within ten (10) days of being so notified by the Company.</div>		



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If the Service Provider does not submit to the Company a renewed Advance Bank Guarantee or an additional advance 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 the complete Advance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement advance bank guarantee(s) for the equivalent amount.

15.5 In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Agreement to draw on the Advance Bank Guarantees under in the following:

- i) failure by the Service Provider to perform the Services in accordance with terms and conditions of Service Provider, to the satisfaction of the Company; or
- ii) Any inadequate adjustment of the Advance Payment; or
- iii) failure by the Service Provider to duly perform any of its obligations under this Agreement; or iv) any valid claim made by the Company accruing due to any acts/omission of the Service Provider and the Service Provider fails to pay the Company for such a claim immediately upon such demand.

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

16 TAXES

16.1 Definitions
For the purposes of this Clause 16 (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.


16.2 Person Responsible for payment of Taxes


16.2.1 Taxes 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 Service Provider’s Personnel 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

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<p>Service Provider or its subcontractors for sale to the Company (hereinafter referred to as “Excise Duty”);and</p> <p>(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.</p> <p>16.2.2 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.</p> <p>16.2.3 Reimbursement of Taxes to the Service Provider It is acknowledged that responsibility for payment of Taxes to the Government Authority will be governed as per Clause 16.2.1 and 16.2.2, 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.</p> <p>16.2.4 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 16 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.</p> <p>16.3 Withholding taxes and Withholding certificates</p> <p>16.3.1 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.</p> <p>16.3.2 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.</p> <p>16.4 Person Responsible for filing of returns / information to Government Authorities</p> <p>16.4.1 The Service Provider shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate 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.</p> <p>16.4.2 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.</p> <p>16.4.3 The Company, with respect to the tax withheld from the Service Provider in accordance with Clause 16.3 (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.</p> <p>16.5 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:</p> <p>(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</p> <p>(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.</p>		

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<div>16.6 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.</div> <div>16.7 Changes in Law If, after the date of execution of this Agreement, there is any change in law, excluding any change(s) as result of interpretation by competent authority, tribunal & Court, 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) but not later than 07 (seven) business days 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 16.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non- Indian Taxes.</div> <div>16.8 GST Compliances by Service Provider</div> <div>16.8.1 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.</div> <div>16.8.2 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 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.</div> <div>16.8.3 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.</div> <div>16.8.4 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 16.8.1 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.</div>		

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17 MOST FAVOURED CUSTOMER CLAUSE		
<p>If Company obtains a quote from a competitor of the Service Provider to provide Services or similar services on longer payment terms or for fees that are less than the Fees in effect under a Contract, taking into account discounts, rebates and any other conditions with economic value to Company , Company may notify the Service Provider of the same in writing and request that the payment terms be extended and/or the price is reduced under such Contract to meet such quote. Within 10 (ten) Business Days of receipt of such notice, the Service Provider shall advise Company in writing whether it will meet such quote. If the Service Provider elects not to meet such quote, or fails to respond in a timely manner, then Company may terminate such Contract by providing a minimum of 7 (seven) days’ prior written notice to the service Provider.</p>		
18 SUSPENSION		
18.1 Suspension without Cause		
<p>18.1.1 Notwithstanding anything contained herein to the contrary, the Company shall have the right, without cause, at any time to require the Service Provider to suspend the Services (or part thereof) under this Contract by giving a prior written notice to the Service Provider.</p>		
<p>18.1.2 The Company shall not be liable to make any payments of whatsoever nature during the Suspension Period pursuant to Clause 18.1.1.</p>		
18.2 Suspension Due to Default		
<p>18.2.1 If the Service Provider is in breach of any of its obligations under this Contract (including, without limitation, any breach of provisions/policies relating to health safety and environment), the Company shall, subject to Clause 18.2.2, be entitled to immediately suspend the Services by written notice to the Service Provider until such time as such breach has been remedied by the Service Provider, in which case no rates or other amounts shall be payable to the Service Provider in respect of such period of suspension.</p>		
<p>18.2.2 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 18.2.1, notify the Service Provider of the breach. Following receipt of such notice, if the Service Provider 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 18.2.1.</p>		
19 TERMINATION		
<p>19.1 Notwithstanding anything contained herein to the contrary, the Company may immediately terminate all or part of this Agreement/Purchase Order as under:</p>		
<p>(i) by a written notice to the Service Provider in case of any breach of the terms of this Agreement by Service Provider and has failed to remedy such breach within 30 days from receiving notice from the Company.</p>		
<p>(ii) if Service Provider (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party’s assets;</p>		
<p>(iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;</p>		
<p>(iv) if Service Provider is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than thirty (30) days, then Company may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Service Provider accrued prior to the date of such termination.</p>		
<p>19.2 Notwithstanding anything contained herein to the contrary, the Company may terminate all or part of this Agreement by one (1) months’ written notice without assigning any reason whatsoever or if the Service Provider fails to obtain any approval required under the terms of this Agreement.</p>		
<p>19.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.</p>		

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19.4. Upon termination, the sole liability of the Company towards the Service Provider under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Service Provider till the date of termination.

19.5. In the event of Service Provider’s breach of its obligations hereunder, no payment shall be due by the Company in respect of suchservices under the Agreement/Company order.

20 **COMPANY’S RIGHT ON TERMINATION
FOR DEFAULT**

20.1 In case of a termination for default in terms of Clause 19, the Company shall have the right to have completed either by the Company Group or any other third party, the services that the Contractor would have been obliged to perform immediately prior to the termination (“Incomplete Works”).

20.2 The Company shall be entitled to recover from the Contractor any additional cost incurred by the Company for procuring the services for the Incomplete Works which are in excess of the amount the Company would have paid the Contractor for the same work, had the Contract not been terminated, including all reasonable costs incurred by the Company as a result of such termination (“Additional Costs”). The Company shall have the right to recover such Additional Costs either directly from the Contractor and/or by invocation of Performance Bank Guarantee and/or by deducting such Additional Costs from any monies due to or that becomes due to the Contractor under the Contract.

20.3 In addition, if such termination occurs prior to mobilization, then no advances, payments or fees of whatsoever nature shall be payable to the Contractor, or, if already paid by the Company, then any such advances, payments or fees shall be repaid by the Contractor to the Company.

21 **CONSEQUENCES OF TERMINATION**

In the event of termination under any provision of this Contract, the Service Provider shall:

a) promptly cease performance of the Services (or relevant part thereof) and, as directed by the Company, clear all unnecessary Service Provider’s Equipment and Service Provider’s Personnel from the Site;

b) allow the Company all necessary rights of access to the Site to take over the Services (or relevant part thereof); and

c) if, and to the extent, requested by the Company assign any subcontracts or other rights and titles relating to the Services (or relevant part thereof) which the Service Provider may have entered into or acquired.


22. **CONFIDENTIALITY**

22.1 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.

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. 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 22.1, 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.

23. **Data Protection**

23.1 Where necessary to enable the Service Provider to perform the Services, Company may provide the Service Provider with, or the Service provider may have access to, information relating to an identified or identifiable individual (‘personal data’).

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<p>23.2 In making personal data available to the Service Provider , the Service Provider and the Company confirms that both the Parties have complied with applicable data protection law ('Data Protection Law') and all other Applicable laws (including the European Union’s General Data Protection Regulations and the SPDI Rules in relation to the personal data.</p> <p>23.3 The Service Provider agrees that when processing personal data on Company’s behalf in the performance of the Services the Service Provider will:</p> <p>(a) only process personal data on Company’s documented instructions save where required by law or the order of competent court or tribunal;</p> <p>(b) ensure that personal data is processed in accordance with applicable Data Protection Law and any other Applicable laws, and to notify Company if an instruction infringes any law to which we are subject;</p> <p>(c) take all reasonable steps to ensure that the personal data is protected against misuse and accidental loss or disclosure, and from unauthorised or unlawful processing, destruction or alteration, and in case of any personal data breach (as defined by applicable Data Protection Law) the Service Provider will notify the Company without undue delay upon becoming aware of it;</p> <p>(d) not sub-contract our processing of personal data (save that the Service Provider may subcontract and, in doing so, transfer personal data, to the authorised personnel with prior written approval of the Company in other jurisdictions, or third parties who are bound by appropriate confidentiality and security obligations consistent with the terms of this clause;</p> <p>(e) only disclose personal data to its authorised personnel to the extent that they have a need to know for the purpose of providing the Services and are subject to appropriate obligations of confidentiality;</p> <p>(f) answer Company’s reasonable enquiries to enable Company to monitor the Service Provider’s compliance with this clause and provide Company with reasonable assistance to enable Company to comply with applicable Data Protection Laws.</p> <p>23.4 Where the Service Provider process personal data that originates from a jurisdiction where the applicable Data Protection Law requires additional safeguards to be put in place for the protection of that data, or the Service Provider transfer personal data from such a country, or third parties in accordance with clause 23.3 (d)) the Service Provider agree to take such steps as Company reasonably require, including entering into contractual clauses to meet the requirements of applicable Data Protection Law.</p> <p>24. NOTICES</p> <p>24.1 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, e-mail (e-mail shall be considered as delivered once received by the receiving party) 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).</p> <p>24.2 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.</p> <p>24.3 All notices or other communications between the Parties shall be in the English language.</p> <p>25 GENERAL LEGAL PROVISIONS</p> <p>25.1 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.</p> <p>25.2 This Agreement shall not be amended or modified except by mutual agreement in writing between the Parties.</p> <p>25.3 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, correspondences or representations in respect of the subject matter. No terms or conditions endorsed upon, delivered or contained in Service Provider’s quotation, acknowledgement or acceptance of</p>		



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the Agreement, specification or similar document will form part of the Agreement and Service Provider waives any right it otherwise might have to rely on such terms and conditions. No variation to any terms or conditions of this Agreement shall be valid unless expressly agreed in writing by both parties.

- 25.4 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.
- 25.5 Nothing in this Agreement shall, or shall be deemed to, create an agency, a partnership, a joint venture, an association or a relationship of employer and employee, principal and agent or master and servant 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.
- 25.6 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.
- 25.7 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.
- 25.8 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.]
- 25.9 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.
- 25.10 The provisions of this Agreement are solely for the benefit of the Parties. No other person are intended to have, nor will have, anyrights whatsoever, under this Agreement, whether for injury, loss or damage to person(s) or property or for economic loss.
- 25.11 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.

26. FORCE MAJEURE

- 26.1 For the purposes of this Agreement, “Force Majeure” means the occurrence of any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party, has a material and adverse effect on the performance by that Party of its obligations under or pursuant to this Agreement, and that demonstrably could not have been foreseen by the Partiers; provided, however, that such material and adverse effect could not have been prevented, overcome or remedied by the affected Party through the exercise of diligence and reasonable care; but provided, further, that the exercise of diligence and reasonable care will not include the obtaining or maintaining of insurance beyond the requirements of this Agreement.
- 26.2 Subject to clause 26.1 hereinabove, Force Majeure includes without limitation, the following events and circumstances, but only to the extent that each satisfies the above requirements as provided under Clause 26.1; (a) Act of God, (b) fire, flood, earthquake, epidemic, pandemic, natural disaster or extreme natural event (c) war, riot, insurrection, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 26 any direction, judgement, decree or any other order passed by any judicial/quasijudicial/administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party or (e) any event owing to any restrictions, directives/directions imposed or passed by the government, judicial, quasi-judicial authorities if they impede or delay the performance of the Agreement (Force Majeure Events).

26.2.1 FORCE MAJEURE EXCLUSIONS:

Force Majeure will expressly not include the following conditions, except and to the extent that they result from an event or circumstance otherwise constituting Force Majeure:

- (i) unavailability, late delivery or changes in cost of machinery, equipment, materials, spare parts or consumables;
- (ii) prevailing weather conditions at the place of performance of the services/works, including during monsoon periods;
- (iii) failure or delay in performance by any Subcontractor;
- (iv) normal wear and tear or flaws in materials and equipment or breakdowns in equipment.

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(v) any labour unrest/strikes or any other event of the like nature caused by the Service Provider (which includes its subcontractors) shall not be considered as a force majeure occurrence

26.3 In the event of a Force Majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify in writing to the other party without delay but not later than fifteen (15) business days on the initiation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. Provided, however, that the occurrence of such an event would entitle the parties to renegotiate the time frame for performance of the respective obligations, taking into consideration the nature of such event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay. If the said notice is not received by the other party within fifteen (15) business days, after the party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non-receipt.

26.4 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately but not later than three (3) business days give notice thereof to the other party.

26.5 Neither Party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof. The costs associated with taking all steps required to mitigate the effects of the Force Majeure Event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable shall be borne by the respective parties.

27. BUSINESS ETHICS

27.1 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.

27.2 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.

27.3 The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Antibribery and Corruption requirements (a copy of which is also available at https://www.vedantaresources.com/InvestorRelationDoc/supplier_code_of_conduct_-_december_2016.pdf), the Company's Human Rights Policy (a copy of which is available at https://www.vedantaresources.com/SustainabilityDocs/vedanta_human_rights_policy.pdf) including the Modern Slavery Act 2015 as may be amended from time to time and in case of breach thereof, the same shall be treated as a breach of this Agreement.

27.4 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.


27.5 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.

27.6 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.

27.7 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: vedanta.whistleblower@vedanta.co.in

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0000303991 STEM LEARNING PRIVATE LIMITED		PO Number : 3402000731
28. GOVERNING LAW AND DISPUTE RESOLUTION		
<div>28.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of India. Subject to Clause 28.2 below, the parties submit to the exclusive jurisdiction of the courts of Bhawanipatna, Kalahandi, Odisha, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Contract.</div> <div>28.2 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 by meeting(s) between senior management representatives of each Party. 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:</div> <div>(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.</div> <div>(ii) The language of the mediation and arbitration proceedings shall be English. The seat and venue of arbitration shall be Bhawanipatna, Kalahandi, Odisha, India.</div> <div>(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.</div> <div>28.3 It is clarified that the Services under the Agreement shall be continued by the Service Provider during the arbitration proceedings unless otherwise directed in writing by the Company.</div>		
	Authority Signatory	