



vedanta
transforming elements



VEDANTA LIMITED

and

MANAV RACHNA INTERNATIONAL INSTITUTE OF RESEARCH & STUDIES

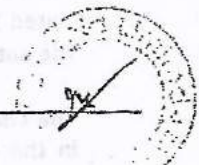
Contract Number 4600008827

BLOCK RJ-ON-90/1




CONTRACT

FOR

**Provision of Water Well Data and Samples Collection for Groundwater
monitoring in Barmer, Rajasthan for 3 years**



Contract 4600008827 for Provision of Hydrocensus and Ground Water Monitoring at Barmer, Rajasthan, India for 3 years

Indian-Non Judicial Stamp Haryana Government		Date: 02/07/2018
Certificate No. G0B2018G342		Stamp Duty Paid : ₹ 101 (Rs. Only)
GRN No. 36895646		Penalty : ₹ 0 (Rs. Zero Only)
Deponent		
Name: Vedanta Limited	Sector/Ward : Na	Landmark : Dlf atria dlf phase 2
H.No/Floor : Na	District : Gurugram	State : Haryana
City/Village : Gurugram		
Phone : 0		
Purpose : AGREEMENT to be submitted at Other		

THIS AGREEMENT is made this 9th day of July 2018

BETWEEN

- (1) VEDANTA LIMITED, a company incorporated in India, having its registered office situated at 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai 400093, Maharashtra and corporate office at DLF Atria, Phase 2, Jacaranda Marg, DLF City, Gurgaon 122002, Haryana, India (hereinafter referred to as the "Company", which expression, unless the context requires otherwise, shall include its successors and permitted assignees); and
- (2) MANAV RACHNA INTERNATIONAL INSTITUTE OF RESEARCH & STUDIES (Formerly, known as MANAV RACHNA INTERNATIONAL UNIVERSITY) Deemed to be University under Section 3 of the UGC Act, 1956 being run by MANAV RACHNA INTERNATIONAL INSTITUTE OF RESEARCH & STUDIES(Trust), incorporated under the laws of Haryana, India and having its registered office at 5 A/I , Bungalow Plot, NIT Faridabad, 121001, Haryana, India (hereinafter referred to as the "Contractor", which expression, unless the context requires otherwise, shall include its successors and permitted assignees).

RECITALS

Whereas:

- A The Company, together with its Co-venturers, have certain rights to carry out petroleum operations in Block in Block RJ-ON-90/1, India pursuant to a Production Sharing Contract dated 15 May 1995 (the "Production Sharing Contract");
- B The Company is the operator in accordance with the terms of a Joint Operating Agreement dated 15 May 1995 (the "Joint Operating Agreement") among the Co venturers and as such has the authority to enter into contracts on behalf of the Co-venturers;
- C The Company requires the Contractor to provide certain services and the Contractor 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. Accordingly, it is essential to the Company that the Services to be provided under this Contract are rendered in timely manner as

Contract 460008827 for Provision of Hydrocarbon and Ground Water Monitoring at Various Locations in Block RJ-ON-90/1

envisaged in the Contract. In entering into this Contract, Contractor acknowledges that time is the essence and agrees to the provisions in the Contract addressing that.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. The Contractor 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 Contractor according to the rates, terms and conditions herein contained. The Contractor hereby represents and warrants that:

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

(ii) in case, the Contractor belongs to the category of Micro, Small and Medium Enterprises ("MSME") as defined in the Micro, Small and Medium Enterprises Development Act, 2006 and rules made thereunder (as amended from time to time) (hereinafter collectively referred to as "MSME Act"), then, the Contractor shall submit to the Company, within 10 days of the Effective Date, all documentary evidence including but not limited to the registration certificate establishing the registration of the Contractor under the MSME Act and shall also keep such registration valid during the entire tenure of the Contract.

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

2. The Contract shall comprise the following documents:

This Agreement;

Schedule I: Conditions of Contract;

Schedule II: Scope of Work; and

Schedule III: Compensation Schedule,

(all hereinafter the "Contract")

3. In the event of any inconsistency or discrepancy between any of the documents listed in Clause 2 above, then precedence shall be in descending order as listed.

4. The terms and conditions of this Contract shall take effect from 9th July 2018 (the "Effective Date") and shall continue in force:

Contract 4600008827 for Provision of Hydrocensus and Ground Water Monitoring at Barmer, Rajasthan, India for 3 years

- (a) where it is specified in the Contract that the Services shall be provided for a fixed period of time, until expiry of such period (or any extension thereof); or
- (b) in all other cases, until completion of the Services in accordance with the Contract.
5. The required date for commencement of the Services at the Site is 16th July 2018 (the "Commencement Date"); time being declared essence of the Contract for commencement of the Services by the Commencement Date.
6. Not used.
7. If the Contractor fails to mobilize the resources within 7 days from issue of Callout order then the Contractor shall be liable to the Company for liquidated damages of 0.5% per week up to a maximum of 5% of the Call Out value for delay in completion and if the Contractor fails to complete each major Hydro-census event (i.e. every six months Pre and Post Monsoon survey) within 45 days as per the requirement of scope of work from the issue of the Call Out order then the Contractor shall be liable to the Company for liquidated damages of 2% per week up to a maximum of 5% of the Call Out value for delay in completion. The Parties agree that such liquidated damages are a genuine pre-estimate of the losses which may be sustained by the Company for late completion and are not a penalty.

Where required, the Company will raise an invoice on the Contractor for liquidated damages as determined above plus applicable GST thereon. In case the Contractor does not pay the invoice raised for the liquidated damages as determined above (plus applicable GST thereon) within 7 days of the invoice being raised on the Contractor, the Company shall deduct the said amount from any payments due to the Contractor under this Contract or any existing contracts with the Contractor.

8. This Contract shall be valid for a period of three years from 9th July 2018 till 9th July 2021 (the "Primary Term").
9. The Company may at any time during the Primary Term (or any extension thereof) issue a call out order (a "Callout Order") to the Contractor and the Contractor shall provide the Services in accordance with such Callout Order and the provisions of this Contract. The Contractor acknowledges and agrees that this Contract shall be performed on a call-out basis pursuant to a Call-Out Order issued by the Company during the Primary Term. Such Call-Out Order shall specify the following:
- a) Date and place of Mobilisation;
 - b) Details of Services as may be required;
 - c) Duration;
- And any other relevant details as may be required in view of the Scope of Work and the Contract. Notwithstanding anything elsewhere stated in this Contract, the Contractor agrees that the Company does not guarantee any minimum Work to be performed by the Contractor under this Contract and has no obligation to place any Call-out Order under this Contract.
10. Not used.
11. Notwithstanding any other provisions of the Contract, no payments due to the Contractor by the Company under the Contract shall be payable by the Company to the Contractor until the copies of the certificates of insurance referred to in Clause 21 (Insurance) of Schedule I (Condition of Contract).

12. For the purposes of Clause 17 (Payment) of Schedule I (Conditions of Contract), the Supplier shall be required to submit material shipment intimation ("Advance shipment notification" hereafter "ASN") or service delivery confirmation (Service Confirmation Notification" hereafter "SCN"), as the case may be, on Company's Smart Connect platform, the Company shall make payment of a correct invoice within 30 days of receipt to the Contractor's nominated bank account in Indian Rupees/ by electronic clearing and for this purpose the Contractor shall submit details pertaining to (1) Bank Name (2) Bank Account No. (3) Branch Address with Pin Code (4) MICR No. (5) IFSC Code etc. to facilitate Company making the payment. The Contractor shall also insure the submission of Invoice is done only after creation of SCN / ASN on the Company's Smart Connect platform, containing all details along with SCN / ASN slip & other relevant documents, as per requirement of Clause 17 (Payment) of Schedule I (Conditions of Contract); the various addresses for the purpose shall be as under:

<p><u>Invoice shall be raised in favour of -</u> "Vedanta Limited." 39, Sardar Club Scheme, OPP. Chaarni POLO Ground, Jodhpur, Rajasthan TEL # 0291 – 2437851/2437852</p> <p><u>The Company GST No. is 08AAQCS7101B3ZU</u> <u>The same shall be mentioned on all invoices mandatorily.</u></p> <p><u>Original Invoice shall be send/dispatched to at following address for payment purpose</u> <i>(this address shall not be mentioned on the Invoice but only on the Envelope containing the Invoice)-</i></p> <p>Accenture BPO Services, AP Helpdesk (Vedanta Limited), Green Boulevard Building, Plot no. B 9A 2nd Floor, Sector 62, Noida , U.P – 201301 Contact No: +91-0120 4764364 E Mail: Contactus.ap@hdcairindia.com Attention: Accounts Payable, ABPO</p>	<p>All invoices shall be submitted along with ASN or SCN note from "Smart Connect" system. To get on boarded to smart connect or for any other issue related to Company's Smart Connect platform; please contact:</p> <p>Smartconnect.Support@cairnindia.com Ph: 0120-4764405/06</p> <p><u>Note:</u> The Contractor is mandatorily required to get registered with Smart Connect prior to submission of any invoices to Vedanta Limited.</p>
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13. For the purposes of Clause 31.5 (Notices) of Schedule I (Conditions of Contract), the address for notices shall be:

If to the Company:
VEDANTA LIMITED
DLF Atria, Phase-2, Jacaranda Marg
DLF City, Gurgaon – 122002,
Haryana, India
T: +91 124 459 3000, 4141360
Attention: VP - PSCM



If to the Contractor:

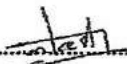
MANAV RACHNA INTERNATIONAL INSTITUTE OF RESEARCH & STUDIES,
Sector 43, Surajkund Road,
Aravali Hills,
Faridabad-121001
Haryana, India
T: +91-9560299045
Attention: Dr. Sarita Sachdeva

14. For the purposes of this Contract, the Company's Representative for contractual matters shall be **Mahesh Iyer – VP PSCM** and the Company's Representative for operational/technical matters shall be **Mr Ranjan Sinha – DGM Subsurface**
Email Address: RJON.MaintenanceManager-RGT@cairnindia.com

For the purposes of this Contract, the Contractor's Representative for contractual matters shall be **Dr. Sarita Sachdeva** (dean.research@mriu.edu.in) and the Contractor's Representative for operational/technical matter shall be **Mr. Arunangshu Mukherjee** (mukherjee.arunangshu@rediffmail.com)

15. Notwithstanding anything elsewhere specified in this Contract, the Parties agree that the Company's financial commitment shall arise only on issuance of a Call-out Order as per Clause 9 and shall be restricted to the total value of Call-out Order(s) issued by it, provided that on no account shall the Company's financial commitment exceeds the Estimated Contract value being **INR 1,67,80,023** (INR One Crore Sixty Seven Lakhs Eighty Thousand and Twenty Three Only) inclusive of taxes and any increase to this shall require a formal amendment from the Company.

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

Signed by 
Kunwar Ankesh
Manager – PSCM
For and on behalf of VEDANTA LIMITED



Witness 

Manish Ojha

Signed by.....

.....[Print Name]

for and on behalf of **MANAV RACHNA INTERNATIONAL INSTITUTE OF RESEARCH & STUDIES**

Witness.....

.....[Witness Name]