

Service Order

Contrator's details: Raj Technologies

Address B-76 NICE AREA, MIDC Satpur, Nashik – 422007

Kind Attn : Mr. Aakash Singh

Email : marketing@rgistech.com

Mobile No. : +91 7304429272

SO No.: KCL/RT/SO/KJ/205/23 SO Release Date: 05.05.2023

Employer's details

Kutch Copper Limited

Plot No.1, Sector 04N,

S. No. 295/Paiki 6/Paiki 2, 138/1, 140,

North of APL Road, Near Adani Power Plant,

APSEZ, Siracha and Navinal Village, Mundra, Kutch, Gujarat - 370421

India

PAN: AAICK7003N

CIN: U14100GJ2021PLC121525 GSTIN: 24AAICK7003N2ZD

IEC No.:

Name: Vishwajeet Pratap Singh

Phone: +91-8860113756

Email: vishwajeet.singh@adani.com

Order Value Summary

	Currency	Amount
SO Price	INR	1,05,000
(Rupees one lakh five thousand only)		

Subject: Service Order for Carrying out Survey for Site co-ordinates in WGS 84 and site elevation certificate in meters. Verification of documents, uploading application, liasoning & obtaining NOC from Airport Authority of India (AAI) for 0.5 MTPA Copper Refinery Complex at Mundra, Dist. Kutch, Gujarat, India.

Reference:

- 1. Our tender enquiry sent through email dated 27.04.2023
- 2. Your techno-commercial offer sent through email dated 28.04.2023.
- 3. Major contractual clauses sent through our email dated 03.05.2023.
- 4. Your acceptance on contractual clauses sent through email dated 04.05.2023.
- All correspondences/references/emails between Employer and Contractor till date not mentioned specifically (regarding subject package).

Dear Sir,

With reference to above subject and correspondence exchanged, Kutch Copper Limited (the "Employer") is pleased to issue this Service Order ("SO") on M/s. Raj Technologies (the "Contractor")

Kutch Copper Limited
Adani Corporate House,
Shantigram, Nr. Vaishno Devi Circle
S. G. Highway, Khodiyar,

Ahmedabad - 382421 Gujarat, India

CIN: U14100GJ2021PLC121525

Tel + 91 79 2656 5555 Fax + 91 79 2555 5500





for providing Services, as per the price and quantity given in the Price Schedule annexed to this SO. This SO is issued subject to the STC set out herein and the general terms and conditions ("GTC") annexed to this SO. The Services shall be provided strictly in accordance with the provisions of the SO and subsequent amendment(s), if any, and no variation of whatsoever nature to the same shall be permitted.

The Contractor shall communicate its acceptance of the SO to the Employer within three (3) days from the date denoted as the 'SO Release Date' in this SO, failing which this SO shall be automatically deemed to have been accepted by the Contractor. The Parties consent to the use of electronic means for communicating acceptance of this SO. Upon acceptance of this SO, the Contractor waives all of its general terms and conditions of sale, as may be applicable to the Services.

Scope of Work

The scope of works shall include but not limited to the following:

- 1.1 Survey work to be carried out by Differential GPS and Total Station to match the prevailing specification & accuracy required by Airport Authority of India.
 - The coordinates are to be WGS 84 Coordinates with accuracy requirement of 1/10th of a second in the DD MM SS format with position accuracy within 3 meters. The stack location list is enclosed in Annexure-1.
- 1.2 The elevation of the surveyed coordinates and accuracy requirement for the site elevation should be as per the AAI requirement for the concerned airports.
- 1.3 Any change in AAI requirement related with the accuracy, specification and format of the survey report during the NOC assessment process, shall be incorporated in the survey work without any rate revision and revised survey reports should be issued.
- 1.4 Submission of Survey report shall be in in AAI format.

2. Effective Date

2.1 Effective Date of this SO shall be the date of issuance of this Service Order by Employer to Contractor.

3. Site

3.1 The Contractor shall perform the Works at Kutch Copper Limited, Siracha & Navinal village, Mundra, Kutch district, Gujarat, India ("Site").

4. Deployment Schedule

- 4.1 The work will be undertaken within 7 days from the date of receipt of Service Order (SO).
- 4.2 The above survey work will be completed within 15 days after disbursement of advance. If failed to complete the survey work in 15 days, 15% of LD will be applicable on the basic amount of the Service Order.
- 4.3 Submission of Site Elevation Certificates within 15-20 days or earlier after completion of Survey work and payment of 50% Survey amount against completion of survey work.
- 4.4 Care shall be taken by both the parties (i.e. Employer and Contractor) to avoid re-survey, as there is no time to spare for re-survey. Hence ensure that the field surveyors are instructed / briefed accordingly.
- 4.5 A technical person along with a helper/laborer from Employer side shall be deputed on site along with Contractor's survey team to show actual survey location on ground.

5. SO Price

- 5.1 The SO Price shall be INR 1,05,000/- (Rupees one lac five thousand only) excluding GST, which shall be paid extra, if applicable. All other taxes as may be applicable shall be solely payable by the Contractor. The SO Price shall be as specified in the Price Schedule set out in 'Annexure I: Price Schedule'.
- 5.2 The Contractor shall be deemed to have satisfied itself as to the correctness and s the SO Price, which shall cover all its obligations under the SO.



6. Taxes & Duties

- 6.1 The Employer has been approved as a SEZ Unit vide letter No. F.No. APSEZ/35/KCL/U/2021-22/391 dated 04.10.2021 issued by the Development Commissioner, Ministry of Commerce and Industry, Department of Commerce (SEZ) Section, Government of India (GOI) for setting up Copper Cathode and Continuous Cast Copper Wire Rod Manufacturing Unit in APSEZ Mundra.
- 6.2 All the taxes and duties as may be applicable (except GST) included in the SO Price. Goods & Services Tax (GST) shall be Nil as per Section 26 (e) of SEZ Act 2005 (as amended from time to time) for services rendered in SEZ.
- 6.3 In respect of other Taxes & Duties on Contractor, the Employer shall provide the required documents to the Contractor and once the Employer provides the said documents, it is the responsibility of the Contractor to get exemption/refund on this account from Govt. of India.
- 6.4 The Contractor shall be responsible for correctness of the Service Accounting Code (SAC)/GSTN in all its invoices and also in the invoices of its sub-vendors (if applicable). Any implication to Employer on account of incorrect selection of SAC Code by the Contractor shall be to the account of Contractor. The GST ID of the Contractor shall also be mandatorily mentioned in all its invoices.

7. Payment Terms

- 7.1 50% of the Service Order Price shall be paid as an initial advance within 07 days from the date of receipt of Proforma invoice.
- 7.2 50% of the Service Order Price shall be paid within 14 days of successful completion of work and on submission of invoice and other required documents.

Note: Original Certificates shall not be provided by the Contractor until the complete payment is made by the Employer.

8. Liquidated Damages (LD)

- 8.1 Liquidated Damage for Delay in commissioning: Not Applicable.
- 8.2 Liquidated Damages for shortfall in Performance Guarantee parameters: Not Applicable.

9. Securities

9.1 Advanced Payment Security

Not applicable.

9.2 Contract Performance Security

Not applicable.

9.3 Performance Security

Not applicable.

10. Defect Liability Period

Not applicable.

11. Invoicing & Consignee Address:

11.1 The Contractor shall raise the invoices for subject package to the following address.

Kutch Copper Limited
Plot No.1, Sector O4N,
S. No. 295/Paiki 6/Paiki 2, 138/1, 140,
North of APL Roads
Near Adami Power Plant,
APSEZ, Siracha and Navinal Village,





Mundra, Kutch, Gujarat - 370421

India

PAN: AAICK7003N

CIN: U14100GJ2021PLC121525 GSTIN: 24AAICK7003N2ZD

12. Specific Agreed Terms

12.1 The contract price is inclusive of transportation, lodging and boarding, site survey, issuance of Site Co-ordination and elevation certificate, preparation and submission of application to AAI and getting the final NOC from AAI for all co-ordinates of stacks.

13. Notice and Communications

13.1 All notices and communications required to be given under the SO Documents by one Party to the other Party shall be in writing, in English and shall be addressed to the relevant Party at the address(es) given below or at such address as it may from time to time notify:

i. Contractor			
Attn.	:	Mr. Aakash Singh	
Address	:	B-76 NICE AREA, MIDC Satpur, Nashik - 422007	
Email	:	marketing@rgistech.com	
Mobile No.	:	+91 7304429272	
ii. Employer			
Attn.	:	Mr. Johnrosary Frankmorais	
Address	:	Kutch Copper Limited Adani Corporate House Shantigram, Nr. Vaishnodevi Circle S G Highway, Ahmedabad-382421 Gujarat	
Email	:	Johnrosary.Frankmorais@adani.com	
Contact No.:	:	+91 7227924442	
with a Copy to:			
a) bhrs.reddy@adani.com b) project.copper@adani.com c) Abhishek.bhargava@adani.com d) Kulpati.Jha@adani.com			

13.2 All the correspondences regarding Technical Matters and submission of required deliverables and submission of invoices shall be addressed to:





i. Contractor		
Attn.		Mr. Aakash Singh
Address	:	B-76 NICE AREA, MIDC Satpur, Nashik - 422007
Email	:	marketing@rgistech.com
Mobile No.	:	+91 7304429272
ii. Employer		
Attn.	:	Mr. K A V Prasada Reddy
Address		Kutch Copper Limited Adani Corporate House Shantigram, Nr. Vaishnodevi Circle S G Highway, Ahmedabad-382421 Gujarat
Email		Prasada.Reddy@adani.com copper.eeg@adani.com
Contact No.:		+91 9099995929
with a Copy to:		
a) bhrs.reddy@adani.comb) Johnrosary.Frankmorais@adani.comc) Copper.eeg@adani.com		

13.3 All correspondence related to Commercial issues including but not limited to Advance payment, dispatch documents etc. shall be addressed to:

i. Contractor	
Attn.	: Mr. Aakash Singh
Address	: B-76 NICE AREA, MIDC Satpur, Nashik - 422007
Email	: marketing@rgistech.com
Mobile No.	+91 7304429272
ii. Employer	
Attn.	: Mr. Abhishek Bhargava
Address	: Kutch Copper Limited Adani Corporate House Shantigram, Nr. Vaishnodevi Circle S G Highway, Ahmedabad-382421 Gujarat
Email	: abhishek.bhargava@adani.com
Contact No.:	: +91 9099995826
with a Copy to:	
a) Kulpati.Jha@adani.comb) vishwajeet.singh@adani.com	

13.4 All correspondence related to Project Management shall be addressed to:







i. Contractor		
Attn.	:	Mr. Aakash Singh
Address	:	B-76 NICE AREA, MIDC Satpur, Nashik - 422007
Email	:	marketing@rgistech.com
Mobile No.		+91 7304429272
ii. Employer		
Attn.	:	Mr. Bhimireddy Raja Sekhara Reddy
Address	:	Kutch Copper Limited Adani Corporate House Shantigram, Nr. Vaishnodevi Circle S G Highway, Ahmedabad-382421 Gujarat
Email	:	Bhrs.reddy@adani.com
Contact No.:	:	+91 7769047866
with a Copy to:		
 a) Johnrosary.frankmorais@adani.com b) Abhishek.bhargava@adani.com c) Kulpati.Jha@adani.com d) copper.pmag@adani.com 		

All the terms & Conditions as mentioned above together with referred correspondence shall be considered as part of this SO.

For Kutch Copper Limited

For Raj Technologies

Authorized Signatory

Authorized Signatory

Enclosure:

Annexure-I

Price Schedule

Annexure-II

General Terms and Conditions (GTC)



ANNEXURE I

PRICE SCHEDULE

SI. No.	Description	UoM	Unit Rate (INR)	Total Amount (INR)	
1	Carrying out Survey for Site co-ordinates in WGS 84 and site elevation certificate in meters. Verification of documents & uploading application for obtaining No Objection Certificate (NOC) from Airport Authority of India (AAI) for 0.5 MTPA Copper Refinery Complex at Mundra, Dist. Kutch, Gujarat, India.	Ls	1,05,000	1,05,000	
			Total SO Price	1,05,000	

In Words: Rupees One lakh five thousand only.

Kutch Copper Limited Adani Corporate House Shantigram, Nr. Vaishno Devi Circle S. G. Highway, Khodiyar, Ahmedabad - 382421 Gujarat, India CIN: U14100GJ2021PLC121525 TANASHIL TO