

WORK ORDER



thyssenkrupp Industries India Pvt. Ltd.

GIDC #II INDUSTRIAL ESTATE P.O RAHIYAD, VAGARA,,
BHARUCH, Gujarat - 392130
Tel. : Fax :
Email :
GSTIN : 24AAACK1947K1ZJ

"All Disputes Subject To Pune Jurisdiction"

W.O. No. : 7000044995 Ver : 0
Date : 09.11.2023 V.Dt : 09.11.2023
Vendor Code : 705112

To be Quoted on all Relevent Correspondence

To,
Raj Technologies
b-76, NICE Area, MIDC Satpur,
Nashik 422007
Maharashtra , 27
GSTIN : 27AJPPK1232N1ZW

Our Reference No. :
Purchase Org. : 1005
Buyer Name : Sanket Jadhav
Your Reference No. :
Project. : 2M.0071
Project. Name : CCPP at GNFC, Dahej, Gujarat (India)

Dear Sir,

We are pleased to place this Work Order as per the scope of work and with the terms and conditions enclosed.

Sr. No.	Description	SAC Code	Unit	PO Qty.	Rate (INR)	Value			
						(Service)	(INR)	CGST %	SGST %
10	GNFC-Chimney coordinates survey		AU	1.00	27,000.00	0.00			27,000.00
							18.00		
						W.O. Value (INR)		27,000.00	

Amt. In Words (INR) : RUPEES TWENTY SEVEN THOUSAND ONLY

Present Rates of Taxes And duties
Service Tax : WCS Input Services GST 18%-IGST

WORK ORDER TEXT

- Ref:
- Our Enquiry dated 26.10.2023.
 - Your RO Offer dated 27.10.23
 - Your final offer dated 30.10.2023

Dear Sir,

A. With reference to above correspondence and the discussions you had with us till date, we are pleased to place this work order on you for the scope of services more specifically indicated in our enquiry and agreed terms & conditions vide above references for AAI site coordinate survey of 110 mtr. High RCC taper chimney for 1X18 MW CCPP at Gujarat Narmada Valley Fertilizers & Chemicals (GNFC) Limited, Dahej, Gujarat. The scope of work includes the providing of site coordinates, highest site elevation as per the AAI approved format on your letter head. The scope of work also includes the travelling, accommodation, lodging, boarding charges etc.

B. Price:

Total value of this work is Rs. 27,000/- (INR Twenty-seven Thousand Only). GST shall be paid extra as per the applicable rates after submission of return filing proof.

C. Completion period:

The work shall be completed within 1-2 days from the date of mobilization. Kindly arrange to mobilize immediately to start the work.

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D. Payment terms:

100% payment shall be done after completion of work before submission of final report.

E. tkll informed all the safety requirements of tkll & GNFC Safety at work site is top most priority and there Zero tolerance for safety non-compliance at tkll.

GENERAL TERMS & CONDITIONS

1. PRICE

- i) Prices mentioned in this purchase order are firm and no deviation shall be considered under any circumstances.
- ii) Supplies in excess of the ordered quantity & all charges for handling excess supplies, including transport (inward / outward) shall be entirely at suppliers risk & cost.

2. DELIVERY

- i) Delivery is the essence of this contract. Goods must be delivered to our works to our authorized transporter/railed on or before the due date.
- ii) Goods must be suitably packed as per the trade practice to avoid damage in transit.
- iii) Despatch documents in duplicate must specify correct order number description and quantity and gross value of goods on each delivery challan.
- iv) Goods will not be accepted without delivery challan.
- v) In case of goods not being despatched within the stipulated time, we may at our discretion purchase the same from another party, to avoid production delay. The difference in the price in such cases will be to your account.
- vi) Goods rejected shall have to be replaced by you free of cost promptly. Till such period the goods are replaced we hold the rejected goods at your risk and cost.

3. INSPECTION

- i) Goods supplied should be strictly to our approved sample/drawing/make or specification mentioned in the purchase order.
- ii) Supplier must ensure and guarantee the goods despatched/manufactured are strictly to such specification and necessary test certificate/test pieces to that effect are to be furnished to us as and when called for by us.
- iii) All the goods will be subject to the final inspection at our works.
- iv) Whenever materials are supplied by us for further processing and the same are damaged or spoiled at your end cost there of will be recoverable from you.
- v) Casing rejected due to foundry defects while machining shall have to be replaced by you free of cost.

4. PAYMENT

- i) Tax Invoice should be raised in triplicate mentioning order numbers and challans.
- ii) Bill will be passed in accordance with terms of this order. Any extra charges in the bill but not mentioned in the Purchase Order will be disallowed.
- iii) Payment of bill is normally in 45 days from the date of your invoice in our Office or from the date of receipt of material in our stores whichever is later unless otherwise mentioned in order.
- iv) All despatch documents must be mailed to us directly unless otherwise stipulated in this purchase order. In case of documents negotiated through Bank G.C. Note, L.R. etc. must accompany the documents.

5. NON-WAIVER

Our failure to insist upon strict performance of any of the terms and conditions incorporated int his order to failure or delay to exercise any right or remedies herein or by law or failure to promptly notify you in the event of breach or the acceptance of or payment for any goods hereunder or approval of design shall not release you of any of your warranties or obligations and shall not be deemed waiver of any of our right to insist upon the strict performance thereof or any of the right or remedies as to any such goods regardless of when goods are despatched, received or accepted, nor shall any purported oral modification or revision of this order by us operate as waiver of the terms thereof.

6. SECRECY

All technical information, drawings, specifications, patterns, toolings, equipments provided by us and other related documents forming part of this order are our property and shall not be used by you for any other purpose except execution of this order. Without our consent in writing the technical information drawings specifications and other documents shall not be duplicated, modified, divulged and or disclosed to a third party nor misused in any other form whatsoever by you to the extent required for the execution of this order. Drawings specifications and details received from us shall be our property and shall be returned by you on demand or on completion of this order whichever is earlier.

7. NON ASSIGNMENT CLAUSE

Supplier shall not be entitled to assign or transfer to third parties either their rights, scope and obligations under this Purchase Order, including but not limited to its claim for payment under this Purchase Order to any third party without the prior written consent of the Purchaser.

8. thyssenkrupp SUPPLIER CODE OF CONDUCT

In all matters relating to this Purchase Order, Supplier agrees to strictly comply with all applicable laws prohibiting bribery, corruption and similar unethical business practices.

Supplier shall comply with Supplier Code of Conduct (SCoC) of thyssenkrupp Ref. No. TKSCoC V4.1, September 2022. According to the guidelines, it is mandatory to submit the duly signed and stamped copy of SCoC within 7 days of placing the Purchase Order. In the absence of receipt of the signed and stamped copy of SCoC within the prescribed time, it shall be considered as accepted by the Supplier. Anti-Bribery Policy, No Invitation Policy is covered in the said SCoC.

SCoC is initiated by the Purchaser to promote the highest standard of professionalism, honesty, integrity and ethical behaviour within the organisation. In the same spirit, Supplier declares that the Supplier shall refrain from sending any gifts to any of Purchaser's employees. This refers to gifts offered in the context of business transactions as well as personal gifts, or gifts given on the occasions / festivals such as New Year, Diwali, Christmas etc. In any case, Supplier shall also refrain from sending gifts to any personal address/es of Purchaser's personnel. Supplier shall prevent any uncomfortable situations arising due to Purchaser's employees refusing / rejecting / returning the gifts which may be in conflict with Purchaser's compliance guidelines.

By signing the SCoC, Supplier declares that the Supplier has not paid or agreed to pay any favour either in cash or kind to any of the officials of the Purchaser or any third party including Government, public or political party official, either directly or indirectly and further undertakes to promptly inform the Purchaser if any such demand is made in future by any official of the Purchaser, any third party including Government, public or political party official either directly or indirectly.

The Supplier shall

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MM-02/14 Regd Office : 154-C, Mittal Tower, 15Th Floor, 210 Nariman Point, Mumbai 400 021, India.

Tel : 022-22020064. Telefax : 022-22044025 E-mail : tkii.mumbai@thyssenkrupp.com, Registration No. : 11-05508

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- " At all times maintain strict compliance with the Anti-bribery and Anti-Corruption Obligations;
- " Monitor its employees and agents to ensure their compliance with the Anti-bribery and Anti-Corruption Obligation;
- " Make clear, in all its dealings on behalf of Purchaser, that it is acting in accordance with the Anti-bribery and Anti-Corruption Obligation.

The Supplier agrees that if found indulged in any of fraudulent, unfair or unethical practices, the Supplier shall be liable for any loss or damage and for such action at the sole discretion of the Purchaser and decision of the Purchaser shall be final and binding on the Supplier. The Supplier hereby agrees to indemnify and hold the Purchaser, its affiliates, employees, directors and representatives harmless from any third party claims, liability, fine, penalty, loss or damages that arise as a result of Supplier's breach of the anti-bribery / anti-corruption clauses under this Purchase Order and violation of the anti-bribery and corruption law.

9. AUDIT CLAUSE

If this Purchase Order or part thereof at any time be subject to any official investigation or pre-investigation (including but not limited to tax, criminal or administrative investigations), Supplier shall provide or shall upon request by the Purchaser provide to a person occupationally sworn to secrecy (legal / tax advisor, auditor) to be designated by the Purchaser all relevant information and shall in particular grant access to all documents and records which the Purchaser may require in relation to such investigation in respect of the Purchase Order or the scope of work under the Purchase Order.

The person to be designated by the Purchaser shall be entitled to disclose any and all documents and information, which in the sole discretion of the Purchaser might be relevant in the official investigation or pre-investigation.

If the Supplier, its employees, agents or the scope of work under this Purchase Order at any time be subject to any official investigation or pre-investigation (including but not limited to tax, criminal or administrative investigations), Supplier shall upon request by the Purchaser provide a written declaration to the Purchaser stating whether, to which extent, when, to which tax authority and under which file number Supplier has accounted for the compensation received under this Purchase Order. Upon request by the Purchaser, Supplier shall further provide a declaration by the competent authority confirming that the compensation received has been properly accounted for in Supplier's tax declaration.

Supplier shall strictly conform with any and all instructions given by the Purchaser from time to time and all applicable laws and regulations, and shall not make any representation, warranty, promise, contract or Agreement on behalf of the Purchaser or do any other acts binding the Purchaser. Purchaser shall not be held responsible for any and all acts or failures to act by the Supplier in excess of or contrary to such instructions and Supplier shall also protect, defend, indemnify and reimburse the Purchaser for and from any and all claims, debts and liabilities resulting from any and all such acts for failures to act by Supplier.

10. ENFORCEMENT OF TERMS

Our failure to enforce at any time any of the provisions of this order or any rights respect thereto or to exercise any option herein provided shall no way be construed to be a waiver of such provisions right or in any way to effect the validity of this order. The exercise by use of any of our rights herein shall not preclude or prejudice us from exercising the same or any other rights we may have hereunder.

11. GENERAL

General Terms & Conditions shall be applicable unless stipulated otherwise, specifically, elsewhere in the purchase order. On your signing this purchase order the parties hereto bind themselves to abide by the terms and conditions mentioned herein and this shall be constructed for purposes as being a binding contract / agreement entered into at Pune.

12. CANCELLATION

i) We reserve the right to cancel this order should the material not be delivered within the stipulated period, or they are not found to the make or brand or specification drawing mentioned in the order.

ii) For the cancellation thereof we do not hold ourselves responsible for Vendor's loss of material capacity tooling or of business or for any other reasons.

13. IMPORTANT EHS General requirements (Environment, Health & Safety)

i) Supplier should use non-hazardous and biodegradable material for packing. Supplier should avoid using plastic for material packing.

ii) Supplier to include end of life treatment, recycling and disposal instructions in their Operations and Maintenance Manuals for the products and packing material being supplied.

iii) Supplier to optimise the number of shipments to reduce the impact on environment due to transportation.

14. PACKING

Supplier / Contractor shall, to the extent possible, avoid usage of plastic as packing material. In case it is not possible for the Supplier / Contractor to avoid use of plastic, the Supplier / Contractor shall ensure that plastic used is above one hundred and twenty (120) microns in thickness. Supplier / Contractor shall be responsible and liable for all the consequences in case the plastic material used is below 120 microns in thickness and shall keep the Purchaser/ Company save and harmless of any cost, charges, penalty that may be incurred / levied on the Purchaser / Company for not adhering to the requirement of thickness of the plastic used. In case Purchaser / Company finds the thickness of plastic used by Supplier / Contractor below the requirement of 120 microns, such plastic shall be returned back to the Supplier / Contractor and all the cost, charges, expenses for such return & repacking shall be debited and recovered from the Supplier / Contractor. Strict action shall be taken by the Purchaser in case of recurrent failure of the Supplier / Contractor to adhere to this requirement which shall include but not be limited to blacklisting and blocking the Supplier / Contractor.

15. OSHG GUIDELINES FOR CONTRACTOR

1. Contractor shall conduct required risk assessments and prepare method statements for undertaking Scope of Work under the Work Order placed on the Contractor.

2. Contractor shall provide competent and suitable personnel for undertaking the Scope of Work. The Contractor and Contractor's personnel deputed at site must conduct themselves in an orderly and safe manner and conform at all times to the Environment, Health and Safety (EHS) requirements of the Company and its customer/ client. Fighting, engaging in horseplay, consumption of alcohol or drugs, stealing, immoral or otherwise undesirable conduct/ activities are strictly prohibited and shall not be tolerated at site and Company shall be entitled to take any such action as it deems fit and proper or as it may be advised including levying penalty on the Contractor .

3. Contractor shall immediately notify any incident detrimental to the environment, injury, illness, near miss, unsafe condition or practice and any loss or damage to the men, machinery, equipment and property of the Company and/ or its customer/client.

4. Contractor shall ensure that site is kept clean, tidy and free from debris generated while undertaking Scope of Work. The work area at site must be cleaned on a daily basis and a deep cleaning session of each area shall be conducted on a weekly basis.

5. Confined area where Contractor shall be undertaking its activities shall be clearly identified and access to any unauthorized personnel shall be strictly prohibited. A method for preventing entry must be established and maintained for the confined area. Physical prevention system (such as locks) is highly recommended.

6. Contractor shall ensure that all vehicles used for undertaking the Scope of Work, comply in every respect with all applicable Laws and EHS requirements during transport, vehicle loading and unloading, parking etc.. Vehicle shall be immediately removed from site in the absence of required documentation and valid permits and licenses.

7. Prior to commencement of work, Contractor must ensure that all personnel working at height, supervising work at height or are involved in designing fall prevention or fall protection measures are fully trained, qualified and competent to undertake the required activity.

8. The Contractor shall prepare a lifting plan, get the same approved by the Company, communicate the same to the personnel undertaking lifting operation and ensure that the

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same is strictly followed by Contractor's competent authorized personnel prior to any lifting operation.

9. Prior to performing work on machines or equipment, Contractor shall ensure that all energy sources are isolated and shall also verify the absence of residual energy (e.g. by using specific voltage detecting device for electricity). At any time, Contractor shall follow the site-specific LOTO and Permit to Work rules. Contractor must ensure that all of its personnel deputed at site receive the required training.

10. All chemicals brought at site by the Contractor must be properly labelled and segregated to prevent potential hazardous mixing and ensure that all the Contractor's personnel at site are made aware of the hazards associated with the chemicals being used. All hazardous substances must be used, stored and disposed by the Contractor in compliance with the requirements stated on the Material Safety Data Sheet.

11. Contractor shall depute a competent personnel for all trenching and excavation work.

12. Entire responsibility and liability of Collection, transport, storage and removal of waste generated while undertaking the Scope of Work at site and disposal as per applicable law in approved disposal locations is solely of the Contractor. The Contractor shall take all necessary precautions to ensure the complete protection of ground and underground soil against pollution. The burning of Hazardous /surplus waste shall not be permitted.

13. Contractor shall identify and quantify any emission sources associated with the Scope of Work. Contractor shall implement controls to eliminate or minimize emissions, which include but are not limited to Volatile Organic Compounds, noise, dust, fumes and vapors etc.

14. Company shall not be responsible or liable in case of non compliance of any of the above requirements to be fulfilled by the Contractor and the Contractor shall at all times keep the Company save and harmless against any cost, action, penalty that may be imposed on the Company for any noncompliance by the Contractor of any of the EHS requirements and Company shall be entitled to recover or claim from the Contractor any such amount that might have been incurred by the Company due to non compliance by the Contractor.

ALL DISPUTES WILL BE SUBJECT TO PUNE JURISDICTION

TERMS OF PAYMENT :

100.00 % payment shall be done immediately after completion of work before submission of final report

ACCEPTANCE OF TERMS & CONDITIONS:

The supplier shall acknowledge the receipt of this Purchase Order and confirm it's acceptance to the same in writing within 3 days of receipt of this Purchase Order, failing which, it shall be deemed that the order is unconditionally accepted by the supplier.

thyssenkrupp Industries India Pvt. Ltd.

Read and accepted the above terms

This PO is electronically generated in the system, hence no signature is required.

(Supplier)