



Service Order

Kec International Ltd.,
Mumbai, 463, Dr. Annie Besant Road,, Worli,
400030, India
CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 1 of 17
Vendor Address; Metalist Consultants Pvt Ltd, Kolkata, GROUND FLOOR,, 700019, India,19-West Bengal GST No. 19AAHCM6516B1ZL	Bill To Address; KEC International Ltd. C/o Bharat Aluminium Company Ltd., B 401-402, Aanandam Apartment,Sharda Vihar Road, Korba, 495677, India,22-Chhattisgarh GST No. 22AACCK5599H1ZC	Ship To Address; KEC International Ltd. C/o Bharat Aluminium Company Ltd., B 401-402, Aanandam Apartment,Sharda Vihar Road, Korba, 495677, India,22-Chhattisgarh GST No. 22AACCK5599H1ZC
Your Vendor No. with us- 1010024740	Purchase Group: CIV-Dom-Site Approval No.: 0000155987, 0000210974	Contact Person : Srikanta Kundu Contact No.: Email: kundusr@kecrpg.com
Kind Attention: Telephone: +919831735045 Email:		
Quotation Ref. No.:5100181019	Project No. CV116	Currency: INR
INCO Terms: EXW-Balco,Korba	Terms of Payment : Due in 30 Days - Vendor	

Our Reference: 1002911273

Dear Sir/Madam,

We are pleased to place our detailed order on you for following services as per the terms and conditions mentioned below.

Line No	Item Code & Description	HSN / SAC Tax rate %	UOM	Quantity	Unit Price	Delivery Date	Amount
00010	Design & Drawing Charges for Balco Proje	995433 /0.00%	AU	1	0.0000	00--00	
1200018082	Design Consultancy Charges		ZLS	1.000	2,25,00,000		22,500,000
1200045467	Submission of Plant Layout		LS	1.000	5,00,000		500,000
1200045468	Travel,Boarding and Lodging Charges		LS	1.000	11,00,000		1,100,000
00020	3D Modeling and Redesigning Charges	995413 /18.00%	AU	1	0.0000	28-FEB-23	
1200018082	Design Consultancy Charges		ZLS	1.000	30,00,000		3,000,000
1200018082	New PO item added in PO						
Total Amount							27,100,000.0000
IGST-18.00%							5,40,000.00
Grand Total							2,76,40,000.00

Amount In Words:RUPEES TWO CRORE SEVENTY SIX LAKH FORTY THOUSAND

For, KEC INTERNATIONAL Ltd.

Authorized Signatory

Terms of Payment :

5.1 Summary of Fees

1.1 Deliverable No. 1 to 5 Lumpsum (LS) - 225 Lakhs.

1.2 Submission of plant Layout Lumpsum (LS) - 5 Lakhs.

2. Travel, boarding and lodging of Metalist Executives to site for review and discussion (for a period of 12 months max.) - LS - 11 Lakhs

Total = 241 Lakhs

5.1 Terms of Payment

#Fees Payable	Amt. in INR Lakhs	% Payment of Fees
A.	For Engineering	SI 1 under Clause 5.1 above
1	submission of drawings & documents	INR 230.00 Lakhs 60%
2	Submission of approved drawings & documents	35%

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An RPG Company

Service Order

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CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 2 of 17
-----------------------	--------------------	--------------

3	Completion of site work specific to the drawing but not later than 3 months from submission of approved drawings & documents
5% B.	For Travel related SI 2 under Clause 5.1 above
1	Monthly payment (12 months) INR 11.00 Lakhs 100%

Payment Terms: 15 Days from submission of Invoice.

5.1 Assumptions for Fees Calculated

1. Cost of travel outside Kolkata for getting drawing approval from consultants engaged by BALCO is not considered in above. KEC will arrange such visits at their cost or KEC will reimburse actual cost incurred
2. Cost of travelling abroad including cost of air tickets, cost of visa, full boarding, and lodging cost in at least a 4-star category hotel (single occupancy), local conveyance and daily out of pocket expenses of USD50 per person per day are not included in above remuneration. KEC will arrange these at their cost
3. General Note for the above Remuneration & Payment Terms:
 - a. Taxes will be additional as per relevant Government Rules.
 - b. Metalist must check adequacy of inputs from Technology supplier for doing proper design & engineering work.
 - c. Metalist will coordinate with PMC for getting load data and relevant input from Technology supplier, equipment supplier etc.
 - d. The travel related costs are based on estimated 125-man days of visit by Metalist executives over a period of 12 months. Maximum 2 visits per month is considered. Metalist will absorb additional cost if these numbers increase by up to 10%. Beyond this, KEC will give pro rata increase in visit costs through suitable order amendment. Increase in remuneration will also be applicable if project time duration (17+1 months) gets extended for no fault of Metalist.
 - e. KEC will provide advance intimation for any out station visit by Metalist person.
 - f. KEC will arrange safety PPE s for each member of Metalist team
 - g. review of drawings by another consultant (engaged by client) for approval is not included in Metalist scope. Drawings to be submitted for approval to technology partner/BALCO.

Terms of Delivery :

DELIVERABLE NO. 1 CIVIL ENGINEERING

Scope of activities Design Basis Report

- Soil Investigation specification
- Plant layout - Marking of co ordinates for building and important installations like Silo , Transfer Tower , Battery Limits .
- Piling layout with calculation
- All design work including calculation and detailing with BOQ
- Reinforcement detail (excluding BBS)
- Building GA and detail along with Architectural GA
- Conv. support foundation. and rebar detail
- Take-up tower foundation
- Junction House foundation and rebar detail.
- Silos, Tanks , Vessels and Stack foundation and rebar detail with all kind of platform and equipment support
- Tunnelling and cable trench
- Underground reservoir
- Water tank
- Cooling Tower
- Cooler Building
- Various Equipment like Bag filter, fan, Pump foundation which are outside the building.
- Main process Building foundation and equipment support, grade slab, floor etc
- Storage Building
- Pump House and pump foundation
- Storage tank Foundation
- Crusher House and crusher foundation design and drawing
- Sub. Stn Building GA and detail along with Architecture Drawing.
- Pipe , cable rack and Duct foundation
- Modification of Pet coke handing area and crane foundation with Flooring
- Modification of existing facilities, Enabling work and dismantling
- Road work
- Drain
- Firefighting system pit etc.
- Earthing pit
- Culvert
- Lighting tower foundation
- Foundation of major & minor equipment at ground, slab, grading, paving etc.
- Any scope within the battery limit of GAP which is not covered but required for the completion of the project will be designed , GA drawing ,
- All Civil Drawings to indicate approximate quantity of Rebars size wise and concrete quantity grade-wise

Approach for Deliverable 1 U All design work will be carried out as per project Spec., MOM or any document that need to be referred during

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CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 3 of 17
-----------------------	--------------------	--------------

engineering.

Ü Design codes will be referred to spec. or latest year of publication whatever will be decided during start of engineering.

Methodology · Understanding the project detailing from discussions & projects documents.

- Discussions on Project Layout and details thereof
- Understanding the expectations of the project
- Project detail segregation based on activities to understand the micro detailing of the project.

Deliverables The Deliverables by Metalist will be:

- Design calculation including STADD (Std), and word and xls.
- Drawings. in AutoCAD format also in pdf
- BOQ for RCC, PCC and rebar dia wise.
- All document and drawings. will be delivered as per project schedule.
- Major and important drawings will be submitted for approval

Time Frame 12 months from the date of receipt of Work Order along with advance payment

DELIVERABLE NO. 2 STRUCTURAL ENGINEERING

Scope of activities

- Design Basis Report
- General Notes
- Technical specification construction and erection.
- All design work including calculation and detailing with BOQ
- Modification and extension of existing structure
- Enabling work
- Pet coke shed inside conv. with hoppers, platform, stair etc.
- Junction house structure and sheeting
- Conveyor gallery and support with take-up structure
- Various Silo and storage tank design with detailing
- GAP Building structure, floor, equipment support, chute/duct support or any
- Other structural support or platform reqd. as per process drawing.
- Crusher house structure with crane girder and side sheeting
- Existing Storage shed extension
- Storage Shed
- Cable and pipe bridge
- Duct support
- Tank Support
- Pump house shed
- Cooler Building shed and PNF conv. support structure.
- Cover for Roller table
- Structural fabrication drawings, as required.
- Drawings will be submitted for approval – (only for the drawing which will be under approval category)

Approach for Deliverable 2 Ü All design work will be carried out as per project Spec., MOM or any document that need to be referred during engineering.

Ü Design codes will be referred to spec. or latest year of publication whatever will be decided during start of engineering

Methodology · Understanding the project detailing from discussions & projects documents.

- Discussions on Project Layout and details thereof
- Understanding the expectations of the project
- Project detail segregation based on activities to understand the micro detailing of the project.

Deliverables The Deliverables by Metalist will be:

- Design calculation including Staad (Std), and word and xls.
- Drawings. in AutoCAD format also in pdf
- Bulk indent, BOQ against design drawing.
- All document and drawings. will be delivered as per project schedule.
- Major and important drawings will be submitted for approval

Time Frame 12 months from the date of receipt of Work Order along with advance payment

DELIVERABLE NO. 3 MECHANICAL ENGINEERING

Scope of activities

- Design basis for various sub system under supply scope
- Technical Specification of Mechanical supply mainly equipment like
- » Crane,
- » Hoist,
- » Conv. system total, feeder, chute work, slide gates/rod/flap gates, bin vibrator, bin vent etc.
- » De-dusting system with valves and fan, ducting
- » Bucket elevator,
- » Top Silo bag filter, valve, and fan
- » Magnetic separator
- » Metal detector
- » Tubular vibrating feeder
- » Vibrating feeder
- » Pneumatic slide gate
- » Telescopic sleeve

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CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 4 of 17
-----------------------	--------------------	--------------

- » Belt scale
- » Belt weigh feeder
- » Silo Fluidized pad system
- » Screw conv.
- » Plug Screw
- » Motorized roller table
- » Anode transfer pusher
- » Fluidization system
- » Elevator
- Fabrication drawings, as required
- Plant engineering drawing in line with the basic engineering of technology
- Development of Mech. Arrangement drawings, loading and details from basic engineering document/drawing (which are under KEC scope of supply). and other process data that will be required for supply and generation of civil/structural drawing. or any other document/drawing. reqd. to complete the project.

“Integration of drawings (supply by both KEC & Technology Partners)”

- All manufacturing drawings. for duct, chute etc.
- GA drawings for Conv. Hopper, Bin, Junction House, Motorized Roller conv. Duct routing, extrn. and modification for existing facilities.
- Manufacturing drawings with BOQ for Hopper, Duct, chute/pipes from process equipment etc.
- Release of RFQ , Vendor Offer evaluation and recommendation of supply items which are under KEC scope
- Vendor document/drawing checking and acceptance for manufacturing and supply.
- QAP document of Vendor to be reviewed.

Approach for Deliverable 3 Ü All design work will be carried out as per project Spec., MOM or any document that need to be referred during engineering.

Ü Design codes will be referred to spec. or latest year of publication whatever will be decided during start of engineering

Methodology All basic engineering data/drawings. will be provided by Technology supplier like Plant layout, Flow sheet, PFD, P&ID, data sheet, consumer list, rating of connecting supply equipment to proprietary equipment's

Deliverables The Deliverables by Metalist will be:

- Design calculation or document/data sheet in word and xls or pdf
- Drawings. in AutoCAD format also in pdf
- BOQ against manufacturing (shop) drawing.
- All document and drawings. will be delivered as per project schedule.
- All major and important documents, calculations and drawings will be submitted for approval

Time Frame 12 months from the date of receipt of Work Order along with advance payment

DELIVERABLE NO. 4 E&I ENGINEERING

Scope of activities

A. Electrical and related accessories: -

Electrical

- Electrical Equipment List.
- Overall Single Line Diagram.
- MV Single Line Diagram.
- Technical specification , Release of RFQ , Review and Recommendation of Vendors Offers , Review of Manufacturers QAP of all Electrical ,

Instrumentation and Automation items which are under KEC supply such as MV Switchboard, Transformer, PCC, MCC, VFD, Thyristor Panel, PDB, Busduct. Etc.

- LV Single Line Diagram- PCC, MCC, Drive, Thyristor Panel, PDB
- Equipment disposition layout plan.
- Cable route of respective areas.
- Cable Sizing calculation.
- Cable Schedule with Summary BOQ- Power, Control, Signal along with OR separately Cable Termination Diagram (based on equipment supplier's termination table)
- Cable Tray BOQ

Earthing – Lightning Protection

- Earthing system design specification with calculation.
- Primary Earthing Layout.
- Secondary Earthing Layout.
- Design Calculation of Lightning Protection System
- Layout of Lightning Protection System
- Earthing and Lightning Protection System Material BOQ.

Illumination

- Design Calculation of Illumination system (Indoor & Outdoor)
- SLD of Illumination System
- BOM of Illumination System
- Illumination Layout

CCTV system

- CCTV system design with specification.
- CCTV Layout.
- CCTV System BOQ

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CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 5 of 17
-----------------------	--------------------	--------------

Telephone system

- . Telephone system design with specification.
- . Telephone disposition Layout.
- . Telephone System BOQ

B. Automation & Instrumentation

- . Automation system equipment list- Remote I/O, Local Control stations, Desks etc
- . Instrument List
- . Instrument Datasheet
- . Typical Hook up drawing
- . I/O List (related to equipment under KEC scope)

C. Metalist will inspect &review QAP

Approach for Deliverable 4 Ü Calculations & drawings will be in line with the basic engineering of technology
 Ü Development of E&I Layout & drawings, loading and details from basic engineering document/drawing (which are under KEC scope of supply).
 and other process data that will be required for supply and generation of civil/structural drawing. or any other document/drawing. reqd. to complete the project.

“Integration of drawings (supply by both KEC & Technology Partners)”

- Ü Offer evaluation (maximum 3 offers per item) and recommendation of supply items which are under KEC scope
- Ü Vendor document/drawing. checking and acceptance for manufacturing and supply.

Methodology All basic E&I data/drawings. will be provided by Technology supplier like Plant layout, Flow sheet, PFD, P&ID, data sheet, consumer list, rating of connecting supply equipment to proprietary equipment's

Deliverables The Deliverables by Metalist will be:

- . Design calculation or document/data sheet in word and xls or pdf
- . Drawings. in AutoCAD format also in pdf
- . BOQ against drawing.
- . All document and drawings. will be delivered as per project schedule.
- . All major and important documents, calculation and drawings will be submitted for approval

Time Frame 12 months from the date of receipt of Work Order along with advance payment

DELIVERABLE NO. 5 UTILITY & AUXILIARY

Scope of activities

Water, Hot Oil, Air, Dust Extraction , Ventilation, Air Conditioning, Fire Fighting, Nitrogen line

- . Water system Process Flow Diagram – Make up water, Cooling water, Industrial water, Potable water, Fire water, Emergency water.
- . Water system component technical specification - Pump, Cooling Tower, Heat Exchanger, Treatment plant, overhead tank.
- . Hot Oil system component technical specification - Pump, Tank, Heat Exchanger, Valves, etc which are under KEC scope of supply.
- . Air system Process Flow Diagram.
- . Air system component technical specification - Compressor, Dryer, Valves.
- . Valve and Line List.
- . P&ID of all water systems.
- . P&ID of Air distribution system.
- . Piping material specification (PMS),
- . Valve material specification (VMS)
- . Piping GA Drawings.
- . Piping Isometric Drawings.
- . BOQ of Pipes, Valves, Flanges, Filters, fittings.
- . HVAC System
- . Dust Extraction System
- . Fabrication drawings wherever necessary
- . Fire Detection and Alarm system design with specification.
- . FDA Layout.
- . FDA System BOQ.

QAP– Metalist will review & inspect QAP of vendors

Approach for Deliverable 5 Ü All design work will be carried out as per project Spec., MOM or any document that need to be referred during engineering.

Ü Design codes will be referred to spec. or latest year of publication whatever will be decided during start of engineering

Methodology All basic data/drawings. will be provided by Technology supplier like Plant layout, Flow sheet, PFD, P&ID, data sheet, consumer list, rating of connecting supply equipment to proprietary equipment's

Deliverables The Deliverables by Metalist will be:

- . Design calculation (if required) or document/data sheet in word and xls or pdf
- . Drawings. in AutoCAD format also in pdf
- . BOQ against drawing.
- . All document and drawings. will be delivered as per project schedule.
- . All major and important documents, calculation and drawings will be submitted for approval

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CIN No. L45200MH2005PLC152061

PO Number: 7600068040

PO Date: 21-MAR-22

Page 6 of 17

Below General Terms and Conditions are not valid for this Work Order.



Service Order

Kec International Ltd.,
Mumbai, 463, Dr. Annie Besant Road,, Worli,
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CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 7 of 17
-----------------------	--------------------	--------------

GENERAL TERMS AND CONDITIONS

General Terms & Conditions is an integral part of this Purchase Order unless it is modified in the Special Contract Conditions.

1. DEFINITIONS AND INTERPRETATION:

- 1.1 Purchaser/Buyer shall mean KEC International Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at RPG House, 463, Dr. Annie Besant Road, Worli, Mumbai-400030 (India) and includes its successors and assigns (KEC);
- 1.2 Supplier shall mean the person, firm or body corporate as identified in this Purchase Order as the Supplier of the Goods
- 1.3 Client and Employer shall mean the as the person, firm or body corporate as identified in this Purchase Order.
- 1.4 Project shall mean the Project as mentioned in the Purchase Order.
- 1.5 Contract/Purchase Order shall mean this Purchase Order along with the General Terms and Conditions, Special Conditions of Contract and its Appendix and the Suppliers acceptance of the Purchase Order.
- 1.6 Goods/ Products shall mean Goods agreed in the Contract to be supplied by the Supplier to KEC.

2. GENERAL TERMS

- 2.1 The Supplier shall supply to KEC and KEC shall purchase from the Supplier the Goods in accordance with the terms and conditions contained in this Purchase Order and Special Conditions of Contract.
- 2.2 The Goods to be supplied by the Supplier to KEC shall be as per the technical specifications specified in Appendix-3 by the Purchaser/Client given to the Supplier, if any and within the delivery schedule as specified in Appendix-4 wherever applicable
- 2.3 The Goods shall be supplied to the following project site address of KEC provided in the Purchase Order.

3. SCOPE OF WORK

- 3.1 The Supplier's scope of work is inclusive of Goods, Design, Manufacturing, factory routine test, sea-worthy packing, CIP (Incoterms 2020) delivery, supervision of installation, supervision of testing and supervision of commissioning of the equipment, fully conforming to PTS, latest pre-bid clarification, and latest post-bid clarification during bidding stage. If the Purchaser requires intermediate inspection during manufacturing period, the Supplier shall properly prepare the inspection.
- 3.2 The Supplier shall ensure that the Goods/Products are fit for the intended purpose. The Supplier is under obligation to also supply and deliver all the materials which are not stated in the specifications but are required or needed for safe, trouble free and operation of the Goods/Products without any additional cost to the Purchaser.
- 3.3 Obtaining approval from the Client on the clarification / deviation (if any) shall be KEC's responsibility, while the Supplier shall support KEC during approval process.
- 3.4 The Supplier shall provide manuals, designs, drawings, standard operating procedures for the use, operation and maintenance of the Products. The title to such manuals, designs, drawings, documentation, inventions and discoveries made by the Supplier in the course of performing its obligations hereunder the Contract shall at all times rest in with the Purchaser. The Purchaser shall be entitled to use them or copy them for the purpose of its business and is not required to obtain the Supplier's permission to copy for such use.
- 3.5 The Supplier shall ensure timely submission of drawings / documents after incorporation of KEC's / the Client's comments within seven working (7) days or as specified in the SCC from the date of receipt of comments from KEC/ the Client. The Supplier shall also ensure that drawings / documents are complete in all respects. In a case that presence of Supplier is necessary for approval of drawings / documents / clarifications by KEC/ the Client, Supplier shall deploy competent personnel and facilitate early approvals/clarifications after discussion and agreement with KEC without any additional cost to the Purchaser.
- 3.6 Each packing slip shall include the Purchase Order number, quantity, item description, Order date, shipping date and delivery address, but shall not include pricing information.
- 3.7 All components, parts & raw material used for manufacturing the Product and spares shall be brand new and unused.

4. GOODS, QUANTITY AND PRICES:

- 4.1 The details of Goods, quantity and prices shall be as per Appendix-2 Price Schedule attached to this Contract.
- 4.2 The Contract Price includes all Taxes, direct, indirect and ancillary charges, cess, costs, royalties, fees and expenses of whatsoever nature including Intellectual Property rights incurred/to be incurred by the Supplier in relation to the Product.
- 4.3 The Price also includes TDS applicable on purchase value of goods as per section 194Q of IT Act if aggregate value of purchase transaction in a financial year exceeds Rs.50 lakhs. The same shall be recovered from the invoices.
- 4.4 Prices mentioned in Price Schedule include the following costs

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CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 8 of 17
-----------------------	--------------------	--------------

- i) Unless otherwise mentioned in the Contract the Cost price includes the cost of all type tests (performed in a Lab approved by Client or Manufacturer's lab), and acceptance, routine and sample tests, special tests if any (required by Client) and inspection of the materials before shipment as per the Client specification / Contract.
- ii) Cost of visit of two representatives of Client/one representative of KEC for witnessing type testing and also for inspection of finished Goods before shipment of each consignment which will include business class to and from airfare to the place of testing / inspection, hotel accommodation, food. Local transport and daily allowance as mentioned in the SCC
- iii) Independent inspection agency - If required by Client, there will be inspection by third party/ independent inspection Agency. All cost towards the independent Inspection will be borne by Supplier.
- iv) The clearance for quantity/ manufacturing/supply of material will be given to Supplier in one or more lots separately by KEC's project division
- v) The Purchaser shall pay to the Supplier in the manner as specified in the SCC.
- vi) Unless specified in the SCC, no price escalation shall be paid to Supplier under this Purchase Order during the Contract Term or period and during the extended period if any.

QUANTITY VARIATION

- 4.5 The Purchaser may order increase or decrease in the quantity to be supplied in the Contract up to any extent. The Supplier agrees that the Prices shall remain firm irrespective of any change in the quantities.
- 4.6 The quantities indicated in the Price schedule are provisional and are subject to variation as specified in the SCC of the Purchase order amount during the execution of the Contract. The Supplier shall be responsible for execution of such finalized quantity for this Contract without change in unit price and other terms and conditions during the tenure of this Contract even if the final/spare quantity is released by the Purchaser or Purchaser's Client beyond delivery schedule.
- 4.7 Variation(s) made necessary because of any default of the Supplier in performance of its obligations under this Contract shall not be deemed to be variation(s) and such change shall not result in any adjustment of the Contract Price or the Delivery Date.
- 4.8 Risk of advance procurement of Goods by Supplier or manufacturing by the Supplier before prior approvals from KEC will be on Supplier account.

5. TECHNICAL PARTICULARS:

- 5.1 All the technical parameters of the Client specification shall be fully applicable for Supplier's supplies. The offered Goods shall conform to material, testing, packing and other technical details of Client Specification / Contract. Goods offered by Supplier shall fully meet the various standards and the technical requirements as mentioned by Client in the tender documents and the onus for ensuring the technical acceptance of Supplier's designs, Goods, testing by Client will fully rest with Supplier. The Particulars are more particularly explained in the Appendix 3 of Conditions of the Contract or Tender Technical Specification of Project
- 5.2 Any modifications, improvement necessary to meet Client Specification / requirement will be done by the Supplier without any extra cost to KEC.

6. INSPECTION & TESTING

- 6.1 All types of Routine Tests, Acceptance Tests, and Sample Tests on the raw materials, work-in-progress (Stage inspection) and finished materials and inspection prior to dispatch as per Client technical specifications / requirement stated in the tender / Contract specification of the Project shall be performed by Supplier in the presence of representative of KEC / Client/ Agency appointed by Client.
- 6.2 As indicated in SCC, the Supplier shall give advance intimation prior to date of FAT (Factory Acceptance Test) being offered to enable KEC / Client to organize the logistics for Inspectors, material inspection & pre-shipment inspection.
- 6.3 All materials and Goods related to conducting the tests to be arranged by the Supplier.
- 6.4 All materials, goods etc. required to be given as sample to other vendors/Suppliers/Client of Purchaser shall be provided by the Supplier without any additional cost to Purchaser.
- 6.5 In case Client insists for inspection during manufacturing and before dispatch, requisite facilities shall be extended by the Supplier without any extra cost to the Purchaser.
- 6.6 In case of any additional tests, the same will be as mentioned in the SCC.
- 6.7 In case the Supplier has previous type test reports for same product, the Purchaser shall submit to the Client for acceptance and waiver of type tests. In case insisted upon, these type tests to be carried out at Suppliers cost/mutual discussed or as stated in the SCC.
- 6.8 After successful inspection, the Inspection Team shall sign and stamp the inspection clearance certificate prepared by the Supplier and the Supplier can thereafter proceed with packing and dispatch of the Goods to Purchasers Site.
- 6.9 If FAT has to be repeated for reason attributable to Supplier, then the cost of inspection including travel, local transport at the place of manufacture, hotel accommodation and food of Client/consultant shall be borne by Supplier.
- 6.10 In the event of test results not satisfying the requirements of the technical specifications or guaranteed performance, the manufacturer shall improve



Service Order

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CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 9 of 17
-----------------------	--------------------	--------------

the Goods until satisfactory results are obtained and shall conduct retests or such other tests, as may be required, at his own expense.

6.11 Any delay in delivery due to the retests/other tests shall not constitute a release of Supplier from his responsibilities for delay. All expenses incurred by Client in attending the retests/other tests shall be borne by the Supplier.

6.12 In case any test fails, the Purchaser reserves the option to cancel the order and procure without any liability to the Purchaser from any other sources acceptable to the Client. Additional costs (if any) that will be borne by the Purchaser while switching to the alternate source will be passed on to the Supplier and Supplier shall be liable for such additional costs, losses and damages.

6.13 No inspection or lack of inspection of Goods, by the Purchaser/ Client, shall not relieve the Supplier from his liability to complete the Contract works in accordance with the Contract or exonerate him from any of his guarantees. Notwithstanding anything contained herein the Supplier shall be liable for the quality of the supplies irrespective of the approval given by the Purchaser/Client of the Goods.

7. PACKING

7.1 Protection of Goods:

The Goods must be properly packed in wooden boxes/ crates suitable for mechanized handling and the package containing the Goods must be sufficiently strong to withstand rough handling by the Supplier's site, and while in transit, storage and storage till final delivery to Purchasers Site to prevent deterioration or damage to the Goods. Packing list must be included in each box or individual units while packing of the Goods.

The Supplier shall take suitable precautions and measures to protect the Goods against dampness, moisture, rain, rust, shock and deformation and special precaution should be taken to prevent rusting of steel and iron parts of the Goods during transit and during storage at Site.

7.2 Packing Material:

All packing requirements shall fully comply with Client specifications. All packing material for packing of the Goods will also comply with all relevant statutory requirements and regulations. The Supplier will indemnify the Purchaser against all claims or liability suffered or incurred by Purchaser as a result of such packing material not so complying as stated above.

7.3 Improper Packing:

If the Goods is damaged and/or lost attributable to improper packing or inadequate protective measures the Supplier shall be liable for repair and/or replacement of the Goods and/or part of the Good(s) free of cost to the Purchaser.

DELIVERY AND TRANSFER OF RISK AND TITLE

7.4 Delivery

(a) As stated in SCC, the Goods shall be delivered under the Contract on Ex-works/FOB/CIP etc. basis within Delivery Schedule.

Supplier shall be responsible for any delay in approval (for reasons attributable to Supplier) and shall not be eligible for any Delivery extension on this account.

Any Adjustment in delivery to meet Purchaser's site requirement during execution of Contract /completion of project will be ensured by Supplier.

(b) Supplier shall provide project progress schedule specifying the complete plan including but not limited to manufacturing, inspection, dispatch etc. on fortnightly basis.

7.5 Transfer of Risk and Title –

The full and unrestricted title to the Goods shall pass to the Purchaser when the first of the following events occurs:

(i) when the Purchaser pays for the Goods or part thereof in accordance with the Purchase Order.

(ii) when the Goods or part thereof are delivered

However, such transfer of title will be without prejudice to Purchaser's right to refuse the Goods in case of non-conformity with the requirements of the Purchase Order.

(iii) All Goods with respect to which ownership has been vested in the Purchaser in accordance with clause 9.2 shall be registered by Supplier as being held on behalf of the Purchaser and as being the property of Purchaser and such Goods shall be segregated by the Supplier and shall be marked or otherwise identified as such.

(iv) Irrespective of transfer of title to the Goods, Supplier shall remain responsible for risk of loss or damage until delivery of the Goods to the delivery point specified in the Purchase Order in accordance with the specified delivery terms.

(v) Supplier shall ensure that in contracts with its sub supplier's provisions similar to those incorporated under clause 9.2 are included to secure the Purchaser's rights as stated above.

(vi) Supplier shall arrange that any rights and titles (together with the obligations connected herewith) which the Supplier may acquire vis-à-vis, sub suppliers or any sub supplier may acquire vis-a-vis third parties, can if so required by Purchaser be assigned to Purchaser.

8. INSURANCE

8.1 DAP: The Supplier shall keep all the Goods as mentioned in this Contract and as may be demanded by KEC from time to time, insured from all risks from the date of cargo pickup from Supplier's factory, including third party claims at the Supplier's costs upto the time of the delivery of the Goods to the Site/ upto the time Goods are ready for unloading by the buyer.

8.2 The Supplier shall, at its own expense, take out and keep comprehensive insurance including third party risk for all Goods till the transfer of ownership in the Products to the Purchaser.

Regd. Off:

KEC International Limited.,
RPG House, 463, Dr. Annie Besant Road,Worli,Mumbai, 400030, India
CIN No.L45200MH2005PLC152061

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Service Order

Kec International Ltd.,
Mumbai, 463, Dr. Annie Besant Road,, Worli,
400030, India
CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 10 of 17
-----------------------	--------------------	---------------

8.3 Ex-works: KEC shall keep all the Goods as mentioned in this Contract, insured from all risk from the time the Goods are loaded on the vehicle by Supplier. Before the Goods are loaded on the Vehicle, Supplier will be responsible for the Goods.

8.4 CIP: Carriage and Insurance Paid - The Supplier shall keep all the Goods as mentioned in this Contract and as may be demanded by KEC from time to time, insured from all risks, including third party claims at the Supplier's costs the till time of the delivery of the Goods.

8.5 FOB: The Supplier shall keep all the Goods as mentioned in the Contract insured from all risk, including third party claims at the Supplier's cost till the Goods are loaded on board.

8.6 Unless otherwise stated in the SCC, the Supplier shall provide insurance covering for an amount equivalent to 110% of the CIP/Ex-works/ FOB/ Contract Value in freely convertible currency from eligible country on all risk basis as per 'ICC- A risks' category including war, terrorism and strikes on only 90 days deferred unpacking coverage exist, irrespective of order placed on CIP/ Ex-works/ FOB basis and valid for 90 days after receipt of Goods at final destination.

9. SHORTAGES/DAMAGES:

9.1 Supplier shall ensure the Goods being dispatched are complete in all respects and without any short supplies. Supplier shall furnish an undertaking stating the following:

"We hereby certify that the Goods being dispatched against Contract No. _____ dated _____ and packing list ref _____ dated _____ are complete in all respects as per our scope of supply against the above-mentioned Contract."

In case of short supplies for cause attributable to Supplier, Supplier shall at his own cost and risk, repair and make good the same.

9.2 The Purchaser shall submit "Damages / Shortages Report" to Supplier and Supplier shall arrange for the replacement of the same. In case of any damage indicated by KEC, Supplier shall depute Supplier's representative for site inspection (if necessary) in order to carry out remedial measures / arrange free replacement.

9.3 In case any shortages / damages as compared to the Supplier's packing list are reported by the Purchaser, the Supplier shall within 15 days of bill of lading make good the deficit portion without any additional cost to KEC.

9.4 In case of any manufacturing defects in the Goods, observed after receipt at site of Project or during erection or testing commissioning or thereafter, such Goods shall be replaced by Supplier without any additional cost to KEC without loss of time, meeting with Client requirements. In any case, the replacement must be completed within the period stated in the SCC from the date of its report.

10. CHANGES IN TECHNICAL SPECIFICATION OR SCOPE

10.1. KEC's request for change in the technical specification or scope of delivery of Goods shall be in writing. If necessary, the Supplier shall diligently but in no event later than the 15 days or as stated in the SCC after receiving such request advise KEC of any change in agreed Contract Price/delivery time schedule which may result from such changes.

10.2. Any changes to the technical specification of the Goods or scope of delivery of Goods shall be in writing and mutually agreed by the Parties. Such changes shall apply with the same effect as if they were a part of the technical specification or scope of delivery of the Goods.

10.3. With the specific written approval of KEC the Supplier may make necessary technical alteration during the progress of manufacture and delivery of the Goods, which do not affect the quality and performance levels of the Goods. KEC may give such written approvals subject to change in agreed Contract Price and/or delivery time schedule being agreed to.

10.4. Any approval by KEC to change as set forth in the changed specifications shall not release the Supplier of their obligations under this Contract.

10.5. Notwithstanding anything contrary contained herein, Supplier agrees and undertake that:

10.5.1. any changes to technical specifications or scope which KEC has made, shall be binding upon Supplier.

10.5.2. Supplier shall continue to supply the Goods as per the Purchasers Specification / Delivery Schedule, pending the mutual agreement on price between the Parties.

11. LIQUIDATED DAMAGES

11.1. For delayed delivery

(a) In case of the delivery by the Supplier of the Goods is delayed for the reasons not attributable to KEC beyond the delivery schedule or any extension thereof with the exception of the Force Majeure event as specified below and change of technical specification or scope as agreed between the Parties, hereto the Supplier shall be liable for payment of liquidated damages to KEC.

(b) Unless otherwise provided in the SCC, the rate of liquidated damages shall be 1% (one%) per cent per week or part thereof subject to a maximum of 10% (ten %) per cent of the Contract price/price of undelivered portion of the Contract.

(c) The Supplier agrees that the amount stated as liquidated damages in clause 11.1 (a) may be deducted from any money owed by Purchaser to the Supplier.

Regd. Off:

KEC International Limited.,
RPG House, 463, Dr. Annie Besant Road, Worli, Mumbai, 400030, India
CIN No. L45200MH2005PLC152061

An  Company



Service Order

Kec International Ltd.,
Mumbai, 463, Dr. Annie Besant Road,, Worli,
400030, India
CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 11 of 17
-----------------------	--------------------	---------------

The Parties hereto agree that the liquidated damages mentioned in the said clause are a genuine pre-estimate of the loss that Purchaser will suffer and are not by way of penalty, provided that the above provisions are without prejudice to any other rights or remedies available to KEC under this Contract or otherwise under law.

(d) Further, payment of such damages shall not relieve the Supplier from his obligation to complete the Works, or from any other duties, obligations, cancel or suspend the supply and / or responsibilities which the Purchase may have under the Contract

(e) The Supplier agrees that notwithstanding the levy of any liquidated damages under the Contract, if the Supplier fails to supply the Products in accordance with the Supply Completion Schedule or if the Supplier fails to comply with any obligations under the Contract, the Purchaser shall be entitled to

(i) short-close/cancel any or all Purchase Orders issued under the Contract, at the risk and responsibility of the Supplier, and

(ii) purchase the balance of the unsupplied Products at the risk and cost of the Supplier.

11.2. Notwithstanding anything contained contrary herein, the time extension given by KEC to the Supplier shall not mean waiver of imposition of Liquidated Damages by KEC.

12. PERFORMANCE BANK GUARANTEE

12.1. Unless otherwise specified in the SCC, the value of the Performance Bank Guarantee (PBG) shall be 10% (ten percentage) of the value of the Contract.

12.2. At the request of the Purchaser, the value of the PBG shall be enhanced if the upward variation in amount of the Contract is more than that specified in clause of Quantity Variation herein above. Similarly, KEC shall agree to reduce the value of the PBG if the downward variation is more than that specified in clause of Quantity Variation herein above.

12.3. Subject to the above clause, the value of PBG shall remain constant and unchanged i.e. 10% of the Final Contract value, until the expiry of PBG or any extended period, irrespective of part shipment/s made in pursuance of the Contract.

12.4. Unless expressly stated in the SCC, the PBG shall be valid for a period of DLP. The validity shall be extended further for such required periods at the request of the Purchaser, if in KEC's opinion such extension is necessary.

12.5. The PBG shall be issued from an Indian Scheduled Bank (other than Cooperative Banks) or Nationalized Banks or Banks having branch(es) in Mumbai.

12.6. The PBG shall be strictly in the format as provided by KEC. The PBG shall be as a security for satisfactory performance, against recoveries, liquidated damages, and completeness of its obligations under the Contract.

12.7. If the Supplier fails to renew or extend the validity of the Performance Security, as required under the Contract, then the Purchaser may encash the same in full and hold the proceeds as cash security.

13. TIME IS OF ESSENCE

With regard to all dates and time periods set forth or referred to in this Purchase Order, time is of essence.

14. WARRANTY

14.1. The Supplier hereby represents and warrants to KEC that:

(a) the Supplier have the power and authority to execute this Contract and to perform and observe all of the terms and conditions stated herein.

(b) the Supplier have the right to sell the Goods free from all charges and encumbrances and that the Purchaser will enjoy quiet possession of the Goods.

(c) the Goods to be supplied will be brand new, unused (only pre-tested in shop floor) and free from any material defects and shall be of good workmanship in accordance with the technical specification as provided by Client.

(d) the Goods shall comply with any sample of the Goods supplied to KEC.

(e) the Goods will comply with all statutory requirements and regulations including those relating to the safety, manufacture, packaging, labeling, transportation and sale of the Goods.

(f) the Goods does not infringe any patent, copyright, trademark or other proprietary rights.

14.2. The Supplier's obligation as to all the Goods under the aforesaid warranty shall be effective for a period 18 months from the date of commissioning or 24 months from the date of dispatch whichever is earlier ("Defect Liability Period") except otherwise stated in the SCC.

14.3. If during the aforesaid warranty period any Goods fail to meet the warranty as provided in above clauses and KEC informs the Supplier in writing about the nature of such failure, the Supplier shall make Goods, replace or modify the Goods or any part thereof, at the earliest. All the costs associated with such repair/replacement including all direct cost such as taxes, duties transportation, supervision of the Goods shall be borne by the Supplier.

14.4. The warranty period for such renewed Goods or replaced parts of the Goods shall be for 18 months from the date of commissioning or the 24 months from the date of dispatch whichever is earlier except otherwise stated in the SCC.

14.5. If the Supplier does not repair and/or replace the defective or deficient Goods after receipt of notice from KEC within fifteen (15) days nor gives

Regd. Off:

KEC International Limited.,
RPG House, 463, Dr. Annie Besant Road, Worli, Mumbai, 400030, India
CIN No. L45200MH2005PLC152061

An  Company

Service Order

Kec International Ltd.,
Mumbai, 463, Dr. Annie Besant Road,, Worli,
400030, India
CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 12 of 17
-----------------------	--------------------	---------------

appropriate response within seven (7) days, then KEC shall have the right to repair or replace such part after a written notice is served to the Supplier at the Supplier's risk and costs.

15. PAYMENT TERMS

15.1. Except otherwise stated in the SCC, subject to compliance by the Supplier with the terms and conditions of this Contract, the Purchaser shall unless specified in SCC pay the Supplier the Contract Price as follows:

- 70% of the payment shall be released after 30 days of the supply of the Goods to the Project subject to certification from the Authorised Signatory and approval from the Client.
- 20% of the payment shall be after 60 days of receipt of Goods by KEC and approval by the Client.
- 10% of the payment shall be made within 30 days of the expiry of the defect liability period.

15.2. All other detailed instructions in respect of documentation, consignee name and address, delivery address will be intimated by the Purchaser's Project co-ordinator.

15.3. Unless stated in the SCC, the Payment against Variations bill shall be released within 60 days from the date of submission of Variation bill (after final approval of Variation calculation from KEC/Purchaser's official)

16. PERMITS AND LICENCES

16.1. The Supplier shall obtain all licenses including but not limiting to approvals, consents, permits etc as applicable to permit performance of obligations under this order from the concerned government authorities and also ensure that all requirements as per prevailing applicable law are complied with.

16.2. The Supplier shall obtain the pre-approval from Ministry of Trade and Finance & Customs for movement of hazardous/explosive materials (include this clause if applicable).

17. INDEMNITY

The Supplier shall indemnify KEC and each of KEC's employees, authorized representatives and agents and hold each of them harmless against any or all claims, damages, actions, demands and proceedings by any person whatsoever against KEC including any (i) personal injury and death to any personnel or for any damage to any property resulting from any and arising out of and from any defect in the Goods or (ii) any inaccuracy and breach or non-fulfillment of any of the representations or warranties made by the Supplier in this Contract or (iii) any liability which KEC may incur to any other person whatsoever and against all claims, demands, proceedings, damages, costs and expenses made against or incurred by KEC for reason of any breach of the Contract by the Supplier.

18. ADDITIONAL DOCUMENTS FOR SUPPLIERS' APPROVAL FROM CLIENT

For approval of Supplier by Client following documents are required to be submitted by Supplier to KEC within 3 days from the Letter of Award; unless specified in SCC:

- Credentials
- Last five (5) years supply records for the same Goods
- Type test report for the same Goods
- Satisfactory 2 years performance certificate from any central/ state utility

The aforesaid are general documents, however, the Supplier must comply all the Pre-Qualification requirement & abide to submit the necessary documents for the relevant Project as sought by the Client as and when necessary, without any additional costs to the Purchaser.

19. TERM

This Contract will remain in full force and effect until one month from the expiry of the Warranty period and/or one month after final acceptance certificate issued by Client or until otherwise terminated in accordance with this Contract.

20. CHANGE IN LAW

Any changes in law, rules, regulations, by-laws, or the interpretation of the same by the Courts of competent jurisdiction having the authority regarding the effect of changing the Taxes, Duties etc. shall be to the account of the Supplier.

21. DEFAULT, SUSPENSION AND TERMINATION

21.1. Suspension by the Purchaser

KEC may at any time suspend the Contract for any reason whatsoever. Upon receipt of a notice of suspension the Supplier must cease the supply of Goods in accordance with the directions received and must immediately recommence the supply of the Goods when written directions to do so are received by the Supplier from KEC.

21.2. Termination by Force majeure Event

If by reason of a Force Majeure Event the Supplier is prevented from performing any part of this Contract for a continuous period of ninety (90) days or more, KEC may at any time thereafter terminate this Contract by written notice to the Supplier with immediate effect.

21.3. Termination by KEC

(a) Without prejudice to its other rights or remedies under this Contract or at law, KEC may terminate this Contract if:

Regd. Off:

KEC International Limited.,
RPG House, 463, Dr. Annie Besant Road, Worli, Mumbai, 400030, India
CIN No. L45200MH2005PLC152061



Service Order

Kec International Ltd.,
Mumbai, 463, Dr. Annie Besant Road,, Worli,
400030, India
CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 13 of 17
-----------------------	--------------------	---------------

- (i) the Supplier fails to deliver the Goods to the Site by the delivery date(s); or
- (ii) the Supplier is in breach of any obligations under this Contract (other than breach stated above) and if the breach is not capable of being remedied or the breach is capable of being remedied and the Supplier fails to remedy the breach to KEC's satisfaction within seven (7) days after notice in writing has been given to the Supplier requiring such breach to be remedied; or
- (iii) the Supplier file's a petition seeking protection under any applicable bankruptcy laws or an action by third party seeking such protection is filed against the Supplier.
- (b) Notwithstanding any other provision of this Contract, KEC may terminate this Contract at any time without assigning any reason by providing thirty (30) days written notice to the Supplier.
- (c) The termination of the Purchase Order in accordance with this clause shall neither relieve the Supplier of its accrued obligations for Warranty or Latent Defects or its accrued liability to pay Liquidated Damages for Delay and/or Performance nor shall entitle him to reduce the value of Performance Guarantee.

21.4. Termination Payment

- (a) If this Contract is suspended as stated above then all payments under this Contract will be suspended until the work under this Contract is resumed.
- (b) If the Contract is terminated as stated in clause 21.3 (b) above, post reductions of all the costs and damages and other costs as agreed under the contract or as per the applicable, laws, Supplier may seek amounts which are acceptable to KEC up to the date of termination provided the Supplier shall not raise any dispute/ claim in future and Supplier shall execute all the relevant documents/ letters as required by KEC.

If the Contract is terminated in accordance with clause 21.3 (a) then the Purchaser shall not be liable to make any further payments to Supplier until the cost of execution and all other expenses incurred by the Purchaser in completing the supplies have been ascertained (herein called "the Cost of Completion"). If the Cost of Completion when added to the total amounts already paid to the Contractor as at the date of termination exceeds the Contract Price, the Supplier shall upon demand pay to the Purchaser the amount of such excess. Any such excess shall be deemed a debt due by the Supplier to the Purchaser and shall be recoverable accordingly. If Purchaser completes the Supplies to the satisfaction of the Purchaser and the Cost of Completion plus the amount properly allocable to the Goods supplied by the Supplier up to the date of termination are less than or equal to the Contract Price, the Purchaser shall pay Supplier an amount properly allocable to Goods supplied by Supplier prior to termination for which payment was not made to Supplier.

21.5. Purchaser may upon such termination complete the Supplies himself and / or by employing any other contractor. The Purchaser or such other contractor may use for such completion such of the documents made by or on behalf of the Supplier, as they may think proper. Upon completion of the supplies, or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice that the Suppliers documents will be released to the Supplier. The Supplier shall remove or arrange removal of the same from such place without delay and at its cost.

22. INTELLECTUAL PROPERTY RIGHTS

22.1. The Supplier hereby warrants to KEC that the Goods or its parts to be supplied by the Supplier does not infringe any patent and/or intellectual property rights existing validly as of the date of delivery of the Goods.

22.2. The Supplier agrees to defend at its own cost any suit proceeding brought against KEC based on a claim raised by third parties that any Goods(s)/ part of the Good constitute an infringement of any such patent and/or intellectual property.

23. FORCE MAJEURE

23.1. A "Force Majeure" means an event or circumstance or combination of events and circumstances beyond the reasonable control of the Party that wholly or partly prevents or unavoidably delays an affected Party in the performance of its obligations under the Contract, which amongst other, include Act of God, Natural calamity, war, terror, strike(except of Supplier's employees) etc.

23.2. If either Party is prevented from performing any of its obligations under the Contract by such cases of Force Majeure, it shall give written notice to the other Party within fourteen (14) days of such occurrence, describing the event supported by authentic documents, along with the extension of time, if any, required by it to perform its obligations under this Contract.

23.3. All the activities under the Contract shall be deferred and the affected Party shall be wholly or partially excused from performance of such obligation. The time for the performance of the Contract shall stand extended accordingly. No Party shall have any claim for any losses incurred or damages suffered due to the Force Majeure events.

23.4. The affected Party shall use all reasonable efforts to minimize any delay in its performance of the Contract as a result of Force Majeure events and shall keep the other Party duly informed

23.5. In case of the inability of the affected Party to perform the Contract for a period of more than ninety (90) days due to Force Majeure events, then both the Parties shall mutually discuss and decide whether to:

- continue the Contract on same terms and conditions or
- renegotiate and continue the Contract with fresh terms.

23.6. In case no mutual consensus is arrived at between the Parties within thirty (30) days from the date of expiry of the ninety (90) days period referred in clause above as to continuance of the Contract, then the non-affected Party may terminate this Contract by giving seven (7) days written notice to the other Party and the payments if any, shall be made as stated in clause 21.4 (b) (Termination Payment).

Notwithstanding anything contained herein, the events or circumstances that shall not constitute Force Majeure with respect to the Supplier are:

- late delivery to Supplier of machinery, equipment, spare parts or consumables, unless due to an act or omission of Purchaser.



Service Order

Kec International Ltd.,
Mumbai, 463, Dr. Annie Besant Road,, Worli,
400030, India
CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 14 of 17
-----------------------	--------------------	---------------

- b. Delay in the performance of any Supplier's sub-supplier and/or sub-contractor or another third party;
- c. Normal wear and tear of and random flaws in materials and equipment or breakdowns in equipment;
- d. Unavailability of funds;
- e. Adverse weather conditions;
- f. Strikes by Supplier's personnel or labour disturbances involving Supplier's personnel;
- g. Failure to perform the supply caused by Supplier's negligent or intentional acts, errors or omissions or breach of, or defaults under the Purchase Order.

24. RISK PURCHASE

In case of any failure by the Supplier to supply the Goods as per the specifications and within the agreed time schedule or in case the Supplier commits any breach of the terms of this Contract, KEC reserves the option to cancel the order and procure the Goods and/or service, without any additional liability to KEC, from any other source acceptable to KEC/Client and at the risk and cost of the Supplier.

25. CONFIDENTIALITY

Throughout the term of this Contract and for a period of 2 years after its termination or expiry, the Supplier shall maintain strict confidentiality of the information/ data of KEC that is disclosed to the Supplier and shall not disclose such confidential information/ data to any third party without the prior written consent of KEC. The Supplier may however disclose the confidential information to its employees, directors, officers, who have a need to know such confidential information in connection with the execution of the Contract.

26. GOVERNING LAW AND SETTLEMENT OF DISPUTES

26.1. Governing Law

This Contract shall be governed by and construed in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction in relation to the interim reliefs as provided under the Arbitration and Conciliation Act, 1996.

26.2. Settlement of Dispute

Any dispute, controversies and differences which may arise between the Parties hereto in, relation to or in connection with this Contract shall be settled amicably by the Parties through mutual discussions, within a period of thirty (30) days from the date of receipt of a written notice of such dispute by a Party from the other Party, failing which the dispute shall be referred and settled through arbitration proceedings under the Arbitration and Conciliation Act, 1996 by an arbitral tribunal consisting of a sole arbitrator appointed by the Indian Council for Arbitration. The arbitration proceedings shall be conducted in English, the seat for the arbitration proceedings will be Mumbai and the award given by the arbitral tribunal shall be final and binding. The costs, charges, fees and expenses of the Arbitrator shall be borne equally by the Parties. The Parties shall bear their own legal and other costs pertaining to the arbitration proceedings.

Both parties hereto agree that Supplier shall be obliged to carry out Supplier's obligations under the Contract even in the event when a dispute is referred to Arbitration. It is further clarified that KEC shall be entitled to retain payment related to subject matter under arbitration.

27. LIMITATION OF LIABILITY

27.1. Notwithstanding anything contrary contained herein, the total aggregate liability of each party to the other party or to any third party, under contract, tort (including negligence), law or otherwise, howsoever, arising out of or in connection with this Contract or any other documents, shall in no event exceed One Hundred per cent (100%) of the total Contract Price.

27.2. Clause 27 does not limit the liability of the Supplier:

- (a) arising due to breach of terms and condition of this Contract.
- (b) arising from the infringement of intellectual property rights.
- (c) in cases of death or personal injury resulting from the negligence, willful act or breach of this Purchase order by the Supplier.
- (d) in cases of third-party property damage, unless attributable to any negligence, willful act or breach of this Purchase order by the Supplier (excluding damage to the Products);
- (e) in cases of fraud, fraudulent misrepresentation, gross negligence, corrupt Acts, willful misconduct or illegal or unlawful acts;
- (f) from liability arising from any failure to pay (promptly or at all) any taxes;
- (g) the cost incurred by the KEC to get the work done by the third party due to fault or negligence on the part of the Supplier.
- (h) to the extent that liability cannot be excluded under applicable Law;

Notwithstanding any other provision contained in this Purchase Order to the contrary, neither Party nor its agents and subcontractors shall be liable to the other Party, its agents and subcontractors, for any indirect, incidental or consequential damages, including loss of profit or revenues, loss of interest payments, loss of interrupted production, cost of downtime, etc.

28. MISCELLANEOUS

28.1. Relationship of the Parties

Unless this Contract expressly provides otherwise, nothing in this Contract may be construed as creating a relationship of partnership, or a joint venture or of principal and agent or of trustee and beneficiary between the Parties. For the purpose of this Contract the Supplier shall be an independent contractor and will have no authority to enter into any contractual obligations in the name and on behalf of KEC.

Regd. Off:

KEC International Limited.,
RPG House, 463, Dr. Annie Besant Road, Worli, Mumbai, 400030, India
CIN No. L45200MH2005PLC152061



Service Order

Kec International Ltd.,
Mumbai, 463, Dr. Annie Besant Road,, Worli,
400030, India
CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 15 of 17
-----------------------	--------------------	---------------

28.2. Entire Understanding

This Contract including all annexures attached herewith embodies the full and complete understanding of the Parties relating to the subject matter hereof and supersedes all former understandings, proposals, writings, representations, authorizations, contracts, written or oral relating to the subject matter hereof.

28.3. No Adverse Construction

This Contract is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

28.4. No waiver

(a) A failure delay, relaxation or indulgence by a Party in exercising any power or right conferred in the Party by this Contract does not operate as a waiver of such power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Contract.

(c) A waiver of a breach does not operate as a waiver of any other breach.

28.5. Severability

If any of the terms and conditions of this Contract shall become unenforceable for any cause or reason whatsoever, the ensuing lack of enforceability shall not affect the other provisions hereof, and in such event the parties hereto shall endeavour to substitute forthwith such other enforceable provision as will most closely correspond to the legal and economic contents of the said terms and conditions.

28.6. Subcontracting

The Supplier shall not sub-contract or assign the whole or part of their obligations under this Contract without KEC's written consent and such consent if given, shall not in any way whatsoever relieve the Supplier from any liability or obligation under this Contract.

28.7. Notices and Communication

Any notice, communication, statement, request or correspondence required under the Contract shall be in writing, in English language and shall be delivered personally, or by courier or by registered mail to the address of the Parties mentioned hereinabove, or such other address as may be notified by the concerned Party to the other Party.

28.8. Order of precedence and conflict in documents

All the annexures attached to this Contract and forming an integral part of this Contract are to be taken as mutually explanatory to one another. For all purposes, Special Conditions of Contract shall override this Contract. However, in case of conflict/contradiction between the annexures and clauses of this Contract, provisions in the SCC and this Contract shall prevail. Further, in case of any ambiguity in the Contract or annexures etc., KEC shall clarify the same and its decision shall be final and binding upon the Supplier.

The Special Conditions of Contract (SCC) supplement or amend the General Conditions of Contract (GCC). Whenever there is conflict or ambiguity or omissions, the provisions of the SCC shall prevail over those in the General Conditions of Contract.

28.9. Amendment

This Contract may be amended in writing as may be mutually agreed between the Parties and which shall be duly signed by the authorized representative of the Parties.

28.10. Set off:

In the event of any amount becoming recoverable under the Purchase Order, from and payable by the Supplier to Purchaser, Purchaser shall be entitled to recover such amount by deducting in part or in whole from any sum payable or thereafter becoming payable to the Supplier by Purchaser, either under this Purchase Order or under any other agreement with the Supplier. In the event that the amount so deducted by Purchaser is not sufficient to cover the full amount recoverable by Purchaser, the Supplier shall on demand by Purchaser make immediate payment of such remaining amount to Purchaser.

28.11. Audit:

For the purposes of audit, Supplier shall keep all documents relating to the Contract for a period of 5 (five) years from the expiration of the warranty period. Purchaser, and its representative or agents shall have the right during normal business hours to examine and copy all documents of Supplier that are pertinent to the Contract. Supplier shall obtain equivalent rights of audit as those specified above from its sub-vendor and/or sub-contractors.

28.12. Survival

Termination of this Contract will not affect clauses on Indemnity, Intellectual Property Right, Force Majeure, Confidentiality and Governing Law & Settlement of Dispute and other clauses which are of survival in nature and shall survive on expiry or termination of this Contract.

This Contract is issued in duplicate. Supplier shall return one copy duly signed and stamped on each page in token of its acceptance, within three (3) working days on receipt of the said Contract. Non-receipt of such accepted Contract, unless certain deliberation is going on the terms & conditions, within three (3) working days, shall be treated as unconditional acceptance of the Contract on the part of Supplier.

29. Arbitration: jurisdiction is Mumbai or New Delhi and the place of Arbitration is either of these places.

Regd. Off:

KEC International Limited.,
RPG House, 463, Dr. Annie Besant Road, Worli, Mumbai, 400030, India
CIN No. L45200MH2005PLC152061

An  Company

Service Order

Kec International Ltd.,
Mumbai, 463, Dr. Annie Besant Road,, Worli,
400030, India
CIN No. L45200MH2005PLC152061

PO Number: 7600068040

PO Date: 21-MAR-22

Page 16 of 17

DECLARATION CUM INDEMNITY BOND (ON RS 500 STAMP PAPER (NOTARISED))

DECLARATION CUM INDEMNITY BOND made atregistered under the Companies Act, 1956, and having its office at..... (the "the Contractor" which expression shall unless repugnant to the context and meaning thereof shall mean and includes its successors and permitted assigns) in favour of KEC INTERNATIONAL Limited registered under the Companies Act, 1956, and having its office at 1st Floor, RPG House, 463, Dr. Annie Besant Road Worli, Mumbai 400030, India (hereinafter referred to as the "Company" which expression shall unless repugnant to the context and meaning thereof shall mean and Includes its successors and assigns).

WHEREAS:

- A. The Company has entered into contract dated: Dt..... and (the "Letter of Award") with the Contractor to proceed with the performance and execution of the Work in relation to " Name of Work" at the Site (defined below).
- B. The Contractor states that part of the Work may be subcontracted by the Contractor after taking prior approval of the Company.
- C. If required, the Contractor shall make available the services of the Subcontractors' Manpower for performance of any Work and/or directly employ the labour for the works.
- D. In consideration of the Contractor agreeing to provide this indemnity in favour of the Company to protect the Company from any non-compliance of Applicable Laws, including Labour Laws by the Contractor and the undertakings provided by the Contractor in this Deed, the Company has agreed to provide the Contractor and its Subcontractors access to the Site for the performance of the Work.

NOW THIS DEED WITNESSES AS UNDER:

1. Definitions

Capitalized terms used herein shall have the meaning as set forth below:

- (a) Applicable Law means, with respect to any domestic or foreign national, federal, regional, state, provincial, town, city, municipal or other jurisdiction, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, notification, decree, judgment, decision, certificate, injunction, or conditions of any registration, license, permit, authorization, guideline, governmental approval, consent or requirement of any Governmental Authority of such jurisdiction, as construed from time to time by any Governmental Authority of such jurisdiction.
- (b) Applicable Permit means any license, authorization, certification, filing, recording, permit or other approval with or of any Governmental Authority, including, without limitation, each and every environmental, construction or operating permit, entry permits, visas, security permits and any agreement, notice to, consent or approval that is required by any Applicable Law, including Labour Laws, or (ii) that is otherwise necessary before the commencement of performance of Work by the Manpower at the Site.
- (c) aim means any threatened, pending or completed claim, action, demand, suit or proceeding for any losses, liabilities, damages of any nature (including special), judgments, decrees, amounts paid in settlements, fines, penalties, expenses and costs, including attorneys' fees, fees of experts, consultants, witnesses and court costs, incurred in the investigation, defence or caution of any such claim, action, demand, suit or proceeding.
- (d) Labour Laws means all Applicable Laws relating to employment and service of employees, workmen and contract labour.
- (e) Governmental Authority means any national, federal, regional, state, province, municipal or other government, whether domestic or foreign, or other administrative, or ry body exercising statutory powers under any Applicable Law under the direct or indirect control government or any political subdivision of any of them and includes any court, tribunal or judicial
- (f) Losses mean all losses, claims, obligations, damages, liabilities, costs of defence, amounts paid in settlement or otherwise and any costs or expenses, including reasonable attorneys' fees (including any costs and expenses reimbursable to attorneys), whether or not a lawsuit or other proceeding is filed, and any levies, penalties, or any payments imposed by any Governmental Authority.
- (g) Manpower means all the Contractor personnel, all Subcontractor personnel, all contract labour, and all casual labour (including supervisory and non-supervisory Manpower) utilized in connection with the performance of the Work.
- (h) Site means the location of the Project and includes the Work Site and Site Facilities.
- (i) Site Facilities means the Contractor or any all-Subcontractors temporary field or site offices, stacking yard, storage facilities, workshops, including Ready Mix Concrete, batching plant, first aid facilities, quarry rights for raw material and borrow areas, and staff quarters or labour camps for the Manpower.
- (j) Subcontractor means any third party engaged by the Contractor in compliance with the terms of the Letter of Award for execution of any part of the Work.
- (k) Work means all work, services and deliverables to be performed or provided by and the responsibilities and obligations of the Contractor and any Subcontractors described in the Letter of Award with respect to the Project and any other activity, work or service that is necessary or required in order for the Contractor to fulfil all of the Contractor's obligations and responsibilities under the Letter of Award.
- (l) Work Site means one or more designated locations within the Site at which any

Work is to be performed.

2. The Contractor hereby undertakes and confirms that:

- 2.1 all the Manpower deployed at the Site will be of the Contractor and the Subcontractors only.
- 2.2 all Subcontractors will obtain, possess, and keep valid and current all Applicable Permits as may be necessary for performing the Work during the term of the Contract.
- 2.3 all the Manpower deployed by the Subcontractors will work under the Contractor's control, supervision and direction and shall be governed by the Applicable Law, including Labour Laws and all safety, security, and other general rules of performance of Work at the Site.
- 2.4 the Contractor will provide all the compliance records in respect of the Manpower on monthly basis duly certified by each Subcontractor and by the Principal Con may be required from time to time.
- 2.5 the Contractor shall be solely responsible for any non-compliance by any Subcontractor and agrees that any financial liability towards any non-compliance of any provisions of the Labour Laws by the Contractor and any Subcontractor will be borne by the Contractor or such liability may be deducted from the amounts due to the Contractor.
- 2.6 in the event of any dispute, action or legal proceedings initiated by Manpower, then Contractor shall be solely responsible for the same and the

Regd. Off:

KEC International Limited.,
RPG House, 463, Dr. Annie Besant Road,Worli,Mumbai, 400030, India
CIN No.L45200MH2005PLC152061



Service Order

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Mumbai, 463, Dr. Annie Besant Road,, Worli,
400030, India
CIN No. L45200MH2005PLC152061

PO Number: 7600068040	PO Date: 21-MAR-22	Page 17 of 17
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Contractor will settle the same within 7 days from its knowledge of such dispute/ notice without any cost or any liability whatsoever to the Company and a copy of such settlement shall be provided for the Company's records within 14 days from its knowledge.

2.7 the Contractor shall promptly provide to the Company all copies of Applicable Permits, including relating to Provident Fund, Employees State Insurance Corporation, EES Compensation Policies, Professional Tax Building, and other Construction Workers Act, *supplied by the Contractor and all the Subcontractors.

2.8 the Contractor shall ensure that the Company shall have no responsibility or liability in respect of the Manpower or its vendors or its equipment supplier engaged by the Contractor and all the Subcontractors for the performance of the Work.

2.9 the Contractor shall ensure that all the Subcontractors provide to the Contractor along with its bills and invoices all documentary evidence (in accordance with the requirement of the Applicable Law or the Company's instructions to the Contractor) with an undertaking of proper and prompt payment or deposit, as applicable, of wages, provident fund, employees state insurance contributions, professional tax, labour welfare fund etc. made by each of the Subcontractors in respect of the Manpower engaged by each one of them failing which, all payments to be made by the Company to the Contractor for the invoices raised by the Contractor shall be withheld until such documentary evidence is provided by all the Subcontractors and due compliance is made by the Contractor.

2.10 the Contractor shall comply with and shall ensure that the Subcontractor duly complies with all Labour Laws, including The Contract Labour (Regulation & Abolition) Act, 1970, as may be applicable or which might be applicable, and all documentary evidence of such compliance shall be provided to the Company. In the event, while on duty or during the course of performance of the Work at the Site, if any of the Manpower meets with any injury, indisposition due to accident or other natural calamities, either the Contractor or the Subcontractor shall ensure that immediate and adequate medical viz., first-aid and subsequent treatment facilities are provided to personnel free of cost. In addition, the Contractor shall take responsibility and liability for compliance and non-compliance of all Labour Laws, including The Fatal Accidents Act, 1855, The Employee's Compensation Act, 1923.

2.11 Contractor shall agree / abide and also ensure all the labours and its agents abide with any requirement of statutory authorities for Employees Provident Fund Act, 1952, or any other Act and also ensure that the KYC updation for UAN purpose are done properly for its employees / Sub contractor employees.

3. The Contractor shall, at its own cost and expense, save, defend, indemnify and hold harmless the Company and its directors, officers, employees, agents and representative (the "Company Group") from and against any and all (i) Claims brought against; and (ii) all Losses incurred or likely to incur by, any member of the Company Group for or relating to:

(i) breach of any undertaking provided under this Deed or any term or condition of the Applicable Permits by the Contractor, any Subcontractors and their respective directors, officers, employees, agents and representative or anyone acting under the Contractor, or Subcontractors direction or control (the "Contractor Group").

(ii) violation of any Applicable Laws, including Labour Laws and any conditions of the Applicable Permits by any member of the Contractor Group; and to the extent arising out of sickness, injury to or death of any third party, or damage to or destruction of property owned or leased by third party, to the extent caused by fault, acts, or omissions, including negligence or wilful misconduct of any member of the Contractor Group.

Notwithstanding anything contained in this Deed or otherwise, the Contractor hereby gives an irrevocable power to the Company to deduct indemnity amount from any moneys payable by the Company to the Contractor or enforce any other rights or remedies available with the Company under the Applicable Laws.

Contractor shall not assign or transfer this Deed or any of its rights or shall be binding on the Contractor and its of the Company, Company's affiliates, and

This Deed shall be governed by and construed in accordance with the laws of India any dispute arising out of this Deed shall be referred to exclusive jurisdiction of courts of Mumbai, India.

_____ of the Contractor has executed this on ____ day of _____ 2022.