

| | |
|---|--|
| Contractor's details GEO INFORMATICS CONSULTANTS PVT LTD PLOT NO 92,A 36 VIKALP APARTMENT I P EXTENSION,PATPARGANJ NEW DELHI,110092,30 DELHI,INDIA PAN:AAACG4549B GSTIN:07AAACG4549B1ZY Vendor Code:0000181055 Kind Attn: Phone: Mobile: Email:NUTAN@GICPL.NET | SO No : 5700301578 SO Release Date : 23.10.2021 |
| | Employer's details M/s. Adani Infrastructure Management Services Ltd. Village-Chhote Bhandar Post Office-Bade Bhandar Tehsil- Pussore Dist. Raigarh 496100 CHHATTISGARH PAN AAPCA6798M CIN U74999GJ2017PLC097813 GSTIN 22AAPCA6798M1ZV IEC No. Our Contact Details Name Rameshwar Deshmukh Phone 9522232527 Email Rameshwar.Deshmukh@adani.com |

Order Value Summary

| | Currency | Amount |
|--|----------|------------|
| Basic Price | INR | 140,600.00 |
| Other Charges | INR | 0.00 |
| Taxes | INR | 25,308.00 |
| SO Price | INR | 165,908.00 |
| In words, RUPEES ONE LAKH SIXTY FIVE THOUSAND NINE HUNDRED EIGHT ONLY | | |

Subject: Service Order for Providing services for "Draughtsman for development of drawings" for 1 x 600 MW coal based Thermal Power Plant, Raigarh Energy Generation Ltd, Raigarh

References:

1. Our enquiry dated 27.09.2021.
2. Your initial Offer received dated 29.09.2021.
3. Your final Offer received dated 05.10.2021.
4. Various correspondence exchanged over mail.

Dear Sir,

M/s. Raigarh Energy Generation Limited (REGL) (hereinafter called the 'Owner'), a wholly owned subsidiary of M/s. Adani Power Limited, is operating and maintaining 1 x 600 MW coal based Thermal Power Plant at Village Chhote Bhandar, Post Office Bade Bhandar, Tehsil- Pussore, Dist. Raigarh, Chattisgarh, India. (hereinafter called the 'Plant'). In furtherance to the same, Owner has awarded operation and maintenance contract pertaining to the aforesaid Plant, to M/s. Adani Infrastructure Management Services Limited (AIMSL) (hereinafter called the 'Employer').

With reference to the above subject and the correspondences exchanged, AIMSL is pleased to issue this detailed Service Order (hereinafter called the 'SO') on M/s. Geo Informatics Consultants Pvt Ltd, New Delhi (GICPL) (hereinafter called the 'Contractor') as per the Terms and Conditions detailed below, Scope of Work, Price Schedule specified herein and the Specifications and GCC attached hereto. It may please be noted that any clause, terms or conditions or part thereof in the Contractor's offer that are repugnant to or inconsistent with the terms stated hereunder shall be void and shall have no force and effect, unless specifically approved

(Employer's Authorised Signatory)

(Contractor's Authorised Signatory)

by the Employer in writing and incorporated in the SO Documents. The performance of Works by the Contractor is exclusively governed and regulated by the terms and conditions of the SO Documents which include the Service Order, the annexures to the Service Order and other correspondence, as may be attached herein or incorporated herein by reference. Upon acceptance of the SO Documents, the Contractor waives all of its general terms and conditions, as may be applicable to the performance of the Works.

The Contractor shall communicate its acceptance of the SO Documents to the Employer within Three (03) days from the date denoted as the 'SO Release Date' in this Service Order, failing which the SO Documents shall be automatically deemed to have been accepted by the Contractor. The Parties consent to the use of electronic means for communicating acceptance of the SO Documents. However, if required by the Employer, the Contractor shall provide a duly signed and stamped copy of the SO Documents to the Employer, as a token of having agreed and accepted the terms and conditions of the SO Documents.

SPECIAL TERMS AND CONDITIONS (STC)

1.0 Scope of Work

Clause No. 9.0 of GTC of this Service Order shall be read as:

1.1 Scope of work under this SO covers for Providing services for "Draughtsman for development of drawings" for 1 x 600 MW coal based Thermal Power Plant, Raigarh, Chattisgarh as per Bill of Quantities attached in Annexure-I.

1.2 The detailed Scope of Works/ Facilities shall be as per below:

1.2.1 Draughtsman should have good hands-on experience of not less than three years of making technical drawings like PID, GA drawing, Cross-sectional drawings of machinery.

1.2.2 Draughtsman should have good knowledge of fits and tolerances, MOC, dimensional detailing etc. of machinery for component fabrication / manufacturing in shop.

1.2.3 Draughtsman should have good knowledge of Autodesk CAD and have good proficiency in making drawing in Auto-CAD.

1.2.4 Draughtsman will be stationed at Raigarh site for Four (04) months for preparing maintenance related document for drawing development.

1.2.5 The dimensions shall be taken from component at site as guided and instructed by the Engineer-in-charge (EIC).

1.2.6 All the prepared drawings shall be submitted to the EIC with a copy to the planning department.

1.2.7 All accessories required for developing the drawing like PC, Soft wares, permissions and license, scanners etc shall be in the scope of contractor.

1.2.8 Draughtsman shall prepare drawings of all departments Mechanical / Electrical / C&I / Operations / Chemistry as and when required and instructed by the EIC.

1.2.9 Draughtsman shall be capable of developing drawings of minimum of two components per day.

2.0 Effective Date

The effective date shall be reckoned from 16.10.2021

(Employer's Authorised Signatory)

(Contractor's Authorised Signatory)

3.0 Site

Adani Infrastructure Management Services Limited
Raigarh Energy Generation Limited
Village: Chotte Bhandar, Post Office: Bade Bhandar,
Tehsil: Pussore, Raigarh, Chhattisgarh, India - 496100

4.0 Completion Schedule

Clause No. 1.0 of GTC of this Service Order shall be read as:

4.1 The Service Order shall be valid for a period of Four (04) months i.e. from 16.10.2021 to 15.02.2022.

5.0 Price

Sub-Clause No. 3.1 of Clause No. 3.0 of GTC of this Service Order shall be read as:

5.1 The Basic SO Price for execution of scope of Works/ Facilities as indicated above is Rs. 1,40,600/- (Rupees One Lakh Forty Thousand Six Hundred Only) inclusive of all Taxes and Duties except Goods & Services Tax (GST) (Presently applicable GST @ 18%) which shall be paid extra as per provision of Law. Applicable GST shall be paid by Employer to the Contractor against submission of documentary proof.

5.2 The total SO Price is arrived based on the estimated BOQ and the agreed unit rates are as per attached Annexure- I, but the Services will have to be carried out as per the actual requirement. The unit rates indicated in the BOQ; Annexure- I are firm and no escalation is allowed during the tenure of the SO or till the end of the extended Period, if any.

5.3 The Employer shall deduct the applicable Tax Deduction at Source (TDS) (e.g. Income Tax) from Contractor's Bill amount at the prevailing rate.

5.4 The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the SO Price, which shall cover all its obligations under the SO.

5.5 The quantity of any individual item can vary to any extent. In case, SO value increases beyond the total SO Price of Rs. 1,65,908/- (Rupees One Lakh Sixty Five Thousand Nine Hundred Eight Only), the Contractor shall take the written approval of the Employer before execution of the Work beyond the SO Price and Contractor shall obtain Contract amendment prior to execution of such additional Works/ Facilities.

6.0 Taxes

Clause No. 4.0 of GTC of this Service Order shall be read as:

6.1 Basic SO Price is inclusive of all applicable Taxes & Duties except Goods & Services Tax (GST), which shall be paid extra as per provision of Law (Presently applicable GST @ 18%). Applicable GST shall be paid by Employer to the Contractor against submission of documentary proof.

6.2 Any other tax leviable on the date of SO, whether considered or not by the Contractor in their final offer, shall be to account of the Contractor. Any new tax or variation in applicable Taxes after the award of the SO up to the scheduled completion of the entire services shall be to the account of the Employer. Contractor shall inform the applicability of taxes & duties to Employer and take prior approval before raising such invoice.

6.3 If there is a delay in completion on account of the Contractor and if there is any statutory increase in duties/ taxes/ levies during the period of delay, in such case the difference shall be in account of the Contractor.

(Employer's Authorised Signatory)

(Contractor's Authorised Signatory)

6.4 As regards Indian Income tax, surcharge of income tax, withholding tax or any other corporate tax, the Employer shall not bear any tax liability whatsoever irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such Taxes, if attracted under the provisions of law. The Employer shall however deduct applicable Tax at source as per law from all payments to be made to the Contractor and the Employer will issue the TDS certificates for the same to the Contractor.

6.5 The Contractor shall: (i) deposit applicable GST with the relevant government authority, (ii) file returns and such other analogous statutory filings in respect thereto with the relevant government authorities, in accordance with manner and timelines stipulated under applicable laws, and (iii) submit to Employer all relevant documentation evidencing such compliance and deposit of GST within three (3) days of filings and/ or deposit. Employer shall be entitled to withhold payments due to Contractor under this SO, to the extent GST amounts are not deposited by Contractor with the government authorities, along with any interest, fine and/ or penalty that may be levied under applicable laws, if Contractor fails to comply with this Clause. Contractor shall comply with all requirements stipulated under applicable laws in respect of deposit of taxes, duties, cess, surcharge or similar levies with relevant government authority. Any expenses suffered by Employer on account of Contractor's non-compliance with such applicable laws shall be to Contractor's account.

7.0 Payment Terms

Sub-Clause No. 3.2 of GTC of this Service Order shall be read as:

7.1 One hundred percent (100%) of the SO Price shall be paid to Contractor on pro-rata basis within Thirty (30) days after submission of Invoice along with following documents:

- (a) tax invoice, including details such as item number, Contractor's GST identification number and permanent account number: one (1) set of original and two (2) sets of copies;
- (b) inspection release note and/or measurement sheets duly certified by the Employer's representative;
- (c) copy of insurance policies to be procured by the Contractor; and
- (d) copy of statutory registrations as required for performance of the Works under the SO Documents.

7.2 All the payments under the Contract shall be made by the Employer directly to the Contractor.

7.3 Any certificates issued or payment released shall neither be considered as conclusive evidence of the satisfactory performance of the Works/ Facilities covered under the Contract, either wholly or in part, nor shall any certificate or payment be construed as acceptance of defective or improper Works/ Facilities or as relieving the Contractor from their responsibility under the Contract.

7.4 The applicable TDS (e.g. Income Tax) will be deducted from Contractor's Bill amount at the prevailing rate.

8.0 Liquidated Damages

Not Applicable.

9.0 Securities

Not Applicable.

10.0 Defect Liability Period

Clause No. 1.0 of GTC of this Service Order shall be read as:

Not Applicable.

(Employer's Authorised Signatory)

(Contractor's Authorised Signatory)

11.0 Invoicing Address

Invoices shall be addressed to:

Adani Infrastructure Management Services Limited
Village: Chotte Bhandar, Post Office: Bade Bhandar,
Tehsil: Pussore, Raigarh, Chhattisgarh, India - 496100
GST No. 22AAPCA6798M1ZV

12.0 Specific Agreed Terms

1. During the SO period, if the labour cost or any of the material price increases, then the responsibility lies with the contractor to carry out the job at the awarded value without having any extra financial implication to Employer.
2. All safety PPEs of the deputed service Engineers required for execution of job shall be in Contractor's scope.
3. Accommodation, Food, local conveyance & transportation of Service Engineer shall be in Contractor's Scope.
4. The service engineer will work with safety rules and regulation as per Employer's safety department and no violation is granted in safety related issues.
5. The Contractor shall be responsible for Medical and Physical fitness of their Service Engineer.
6. Safety, Health and Security of the Service Engineer within the Construction site/ Premises are sole responsibility of the Contractor only. In case of any accident, the entire Medical and other expenses, if any, shall be borne by the Contractor.
7. Contractor shall make themselves and their Service Engineer aware of nature of job, operating conditions, safety requirement and suitability of their workmen to carry out such jobs safely.
8. Contractor shall take all kinds of applicable insurances Policy required to execute the subject SO.
9. Contractor should have a valid Workmen Compensation Insurance Policy or shall comply with ESIC norms.
10. Contractor's workmen shall undergo safety orientation at Employers premises before commencement of work and shall keep on do the orientation as per Employers safety policy.
11. Environmental Compliance:
 - i. The Contractor shall perform the Services in a manner that gives appropriate regard to the protection of the natural environment.
 - ii. The Contractor shall comply with all Statutory & Regulatory requirements and codes of practices relating to the products and services being offered as may be relevant.
 - iii. The Contractor shall follow all Environmental Operational Controls while carrying out the activities within Employers premises as per the instruction by user dept.
 - iv. Where practicable, Contractor must use environmental friendly packing material for packaging.
 - v. Contractor must not use any plastic material for packaging of any Equipment/Material being sent to our

(Employer's Authorised Signatory)**(Contractor's Authorised Signatory)**

premises. Instead, we suggest you to use brown paper or any other alternate packaging material that is environment friendly (compared to plastic) provided it is NOT impacting the quality, safety, hygiene, life expectancy, throughput, performance, and minimum expected level of services.

vi. In case you are supplying the product/equipment/material in plastic packing, you shall abide and adhere by the Plastic Waste (Management and Handling) Rules. Plastic sheet or like, which is not an integral part of multi-layered packaging and cover made of plastic sheet used for packaging, wrapping the commodity shall not be less than fifty (50) microns in thickness, except where the thickness of such plastic sheets impair the functionality of the product.

vii. In case of any deviation being sought, approval shall have to be taken from Employer prior to dispatch of material.

viii. This is a mandatory requirement and any non-compliance, may lead to material rejection.

14. Energy Management Compliance:

i. The Contractor shall use energy efficient plant, tools and machineries for performing the work and related activities and execute the work in such a manner so as to optimize the energy consumption.

ii. The Contractor shall comply with all the Statutory & Regulatory requirements and codes of practices, as may be relevant for Energy Efficiency and conservation, relating to the products and services being offered.

13.0 Notice and Communications

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

(i) Contractor:

Kind Attention: Ms. Deepika Raturi

Geo Informatics Consultants Pvt Ltd,
A 36 Vikalp Apartment, Plot No. 92
I P Extension, Patparganj, New Delhi - 110092

Email: deepika.r@gicpl.com

(ii) Employer:

Kind Attention: Mr. Pankaj Sharma

Adani Infrastructure Management Services Limited
Village: Chotte Bhandar, Post Office: Bade Bhandar,
Tehsil: Pussore, Raigarh, Chhattisgarh, India - 496100

E-mail: Pankajr.Sharma@adani.com

Any such notices/communications given by the Contractor to the Employer in respect of:

a. technical matters, quality compliance and submission of required deliverables, a copy shall be marked to

Mr. Abhishek Sharma at
Adani Infrastructure Management Services Limited

(Employer's Authorised Signatory)

(Contractor's Authorised Signatory)

Village: Chotte Bhandar, Post Office: Bade Bhandar,
Tehsil: Pussore, Raigarh, Chhattisgarh, India - 496100
email id - Abhishek.Sharma11@adani.com

With copy to:

- i. Manindra.Jha@adani.com
- ii. Pankajr.Sharma@adani.com

b. Commercial matters, a copy shall be marked to

Mr. Pankaj Sharma at
Adani Infrastructure Management Services Limited
Village: Chotte Bhandar, Post Office: Bade Bhandar,
Tehsil: Pussore, Raigarh, Chhattisgarh, India - 496100
E-mail: Pankajr.Sharma@adani.com

With copy to:

- i. Manindra.Jha@adani.com

Enclosures:

1. Annexure-I: Bill of Quantity
 2. Annexure-II: General Condition of Contracts (GCC)
 3. Annexure-III: Safety Requirements
 4. Annexure-IV: Human Resources and Industrial Relations Requirements
-

**ANNEXURE I
PRICE SCHEDULE**

BOQ For 00020. Hiring of Draughtsman.
Plant : 34RR

| Serial No. | Service Code/Description | UOM | Quantity | Unit Rate | Total Amount |
|------------|--|------------|----------|------------|-----------------------|
| 10. | 190002362 IGST%: 18.00% IGST Amount: | MAN MONTHS | 4.000 | 35150.00/1 | 140600.00 25308.00 |

SAC Code: 995419

SUPPLY, MANPOWER, HELP DESK EXECUTIVE

Line text:Charges for providing services of draughtsman for development of drawings as instructed by Employer's Engineer-in-Charge (EIC)

No of Items : 1

Subtotal : 165,908.00

| | Currency | Amount |
|---------------|----------|------------|
| Basic Price | INR | 140,600.00 |
| Other Charges | INR | 0.00 |
| Taxes | INR | 25,308.00 |
| SO Price | INR | 165,908.00 |

in Words, RUPEES ONE LAKH SIXTY FIVE THOUSAND NINE HUNDRED EIGHT ONLY

(Employer's Authorised Signatory)

(Contractor's Authorised Signatory)