



KP Energy Limited

KP House

Near KP Circle, Opp. Ishwar Farm Junction BRTS, Canal Road, BhatarSurat, Gujarat-395017-INDIA
Phone No: +91 - 261 2244757 , Email: sap.noreply@kpgroup.co , Website: www.kpgroup.co
GST No: 24AADCK8258N1Z0

SERVICE ORDER

Bill To Address:		Supplier Address:		PO No. : 283	
KP Energy Limited KP House Near KP Circle, Opp. Ishwar Farm Junction BRTS, Canal Road, Bhatar Surat,Gujrat-395017-INDIA GST No: 24AADCK8258N1Z0		ADL COORDINATES PRIVATE LIMITED B-76, MIDC Road, Raj Steel Treatment, Satpur, Nashik, Nashik, Maharashtra 422007 GSTN : 27AAXCA6483D1Z6		PO Date : 20/05/2025 Ref. No : Due Date : 30/05/2025 PR No. : 267 PR Date : 17/05/2025	
Delivery Address: Tal.BHANVED ,Dist.DEVBHUMI DWARKA, Gujarat, India - 361305 Contact : - Contact : -		Contact Person : ADL COORDINATES PRIVATE L Contact Cell No : 7304429272 Shipping Type : Bank Name : ICICI Bank Account No : 108805002703 Branch : maharashtra IFSC Code : ICIC0001088 Type of Account :			

Sr	Item Description	HSN	UOM	Qty	Price (INR)	Basic Amount	GST Rate	GST Amt	Total
Cost Center : P-308.49MW Dwarka-NTPC WIND		Project : NTPC Dwarka Project							
1	SERVICE CHARGES Elevation Certificates preparation FOR AAI application	00995468	NOS	39.00	4750.00	185250.00	18.00	33345.00	218595.00
Total				39.00		185250.00		33345.00	218595.00
Amount in Words: Rs. Two Lakhs Eighteen Thousand Five Hundred Ninety-Five Only					Sub Total INR 185250.00				
					IGST@18% INR 33345.00				
					Total INR 218595.00				

Payment Terms : 50% Advance Agianst PI & Balance After Submission of Invoice.
Delivery : As per requiriements
L/D Terms : NA
Warrenty Period: NA
PBG : NA
Price Base : FIRM
Freight : Inclusive
PHD Person Details:
Name: Vishal Bagul
E-Mail: vishal.bagul@kpgroup.co
Contact: 9106010280

Prepared by <i>Tofik Shaikh</i>	Approved by <i>PRADIP RAIYANI</i> <i>Umesh Bhatt (Major Sir)</i> <i>Janak Kumar Modi</i> <i>Shabana Bajari</i>	Authorized By <i>Moinul Kadva</i>
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GENERAL CONDITIONS OF CONTRACT (GCC)

1. ACCEPTANCE OF TERMS

Supplier agrees to be bound by and to comply with all terms set forth herein and on the Purchase Order (referred herein this "Order" or PO). This Order is an offer to purchase the goods and/or services described therein. Buyer hereby notifies the Supplier in advance that Buyer objects to any terms and conditions included with Supplier's quotation, invoice, or another document which are additional to or different than the terms of this Order, and none of such additional or different terms shall be part of the contract between Supplier and Buyer unless specifically accepted by Buyer in writing. This Order shall be irrevocably accepted by Supplier upon the earlier of: (a) Supplier's issuing any acceptance or acknowledgment of this Order, or (b) Supplier's commencement of the work called for by this Order in any manner. Terms and conditions of the PO and GCC shall supersede all discussion or understanding made between the Parties made, written or oral before the signing of this PO.

2. PRICES

1. Sufficiency of the Price

The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the PO Price. All prices are fixed and cover all costs related to or incidental to the Supplier's obligations and shall not be subject to change. Supplier's price includes packing and delivery at Purchaser's warehouse/ godown /storage yard or any place specified in the PO.

2. Taxes and duties

The price includes all applicable taxes, fees, and duties of any kind, applicable to the goods and/or services purchased under this Order. Neither party is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. The Buyer is entitled to deduct withholding taxes as per the law.

3. Payment Terms

The Payment terms shall be as mentioned in the PO and it shall be in terms with the milestone mentioned in the PO. If the Supplier is an MSME within the meaning of the Micro, Small and Medium Enterprises Development Act, 2006 ("MSMED Act"), it shall promptly furnish a declaration for payment in accordance with the provisions of the MSMED Act unless expressly agreed otherwise between the Parties.

3. QUANTITIES

Buyer is obligated to purchase quantity of goods and/or services as specified by Buyer either: (i) on the PO; or (ii) on a separate written release issued by Buyer pursuant to this Order. Goods delivered to Buyer in excess of the Buyer's specified quantities and/or in advance of schedule may be disposed of or returned to Supplier at Supplier's risk and cost, and Supplier shall be responsible for all related costs and expenses incurred by Buyer.

4. DELIVERY

Goods shall be delivered at the project site /storage yard/godown or any place mentioned by the Buyer and shall be dispatched along with the delivery challan, invoice, packing list, LR copy, operating manuals, Test Certificates and all other relevant documents whichever is applicable.

5. STEP-IN RIGHTS

In the event, that the Supplier does not deliver the goods or fails to supply the services as per the specification, timeline, and milestone under the PO and if such non-delivery of goods or non-supply of services results in the consequential damages, loss of revenue, etc., and thereby adversely affects the profitability/viability of the project, the Buyer shall by its own, arrange the supply or delivery of such goods or services from a third-party vendor and shall accordingly adjust the Price from the Supplier from the Contract Price. In the event, that the Buyer could not adjust the Price from the Supplier account from the Contract Price, it shall raise a tax invoice for such goods, or, supply of service to the Supplier for payment to the Buyer.

6. TITLE TRANSFER

Unless otherwise stated in the PO or in this Order, the title to the goods shall pass to the Buyer from the Supplier only when goods/deliverables are delivered at the project site/storage yard/godown or at the scheduled destination mentioned under the PO and an acceptance certificate, taking the delivery of such goods/deliverable have been issued by the authorized representative(s) of the Buyer. All risks including but not limited to freight, transportation, insurance, etc., shall be with the Seller till the time the title is passed to the Buyer in terms of this clause.

7. INSURANCE

Till the time the title of the goods and service is passed to the Buyer in terms of clause 6 (supra), the Supplier shall take all the applicable insurance for such goods and services.

8. PACKING, PRESERVATION, AND MARKING

Supplier shall pack, preserve and mark all goods provided under this Order in accordance with: (a) any specification or drawing provided by the original equipment manufacturer (OEM) or/and (b) the best commercially accepted practice which shall be consistent with Law.

9. INTELLECTUAL PROPERTY

Notwithstanding anything contrary to this Order and the supplier providing the technical know-how, product specification, product design, etc., of the goods delivered to the Buyer, it is the express intention of the Parties to this PO that all right, title and interest of whatever nature which is confidential in nature and all other forms of Intellectual Property Rights (IPR) of whatever nature shall remain the sole and exclusive property of the Parties. No Party shall use such Trade Secrets and IPR without permission from the other Party.

10. INDEMNITY

The Parties hereby agrees to indemnify, defend and hold harmless each other from and against any and all third party claims, liability, loss, damage, costs, and expenses incurred or suffered by the other Party in respect of any bodily injury, sickness, disease or death, of any person whatsoever; or damage to or loss of any physical property, real or personal of third parties except if it is caused solely by the negligence, willful misconduct.

This is system generated statement, hence signature is not required.



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11. CHANGES/VARIATIONS

Buyer may at any time make changes within the scope of this Order any one or more of the following: (a) drawings, designs, or specifications; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Buyer's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of goods and/or services. Supplier shall not proceed to implement any change until such change is provided in writing by Buyer. If any changes cause an increase or decrease in the cost or scope of any work under this Order, an equitable adjustment shall be made in writing to the Order price and/or delivery schedule as applicable.

12. INSPECTION/TESTING

All the good or services supplied or to be supplied shall be subject to inspection and testing by the Buyer, its customer, representative or regulatory authorities. If any specific tests, inspection, and/or witness are needed, the goods shall not be shipped without testing and inspection or a written waiver of test/inspection/witness with respect to each such point.

13. QUALITY

All material to be supplied or supplied by the Supplier shall be of the International Standard Quality of the relevant industry. When requested by Buyer, Supplier shall promptly submit real-time production, compliance, and process data in the form and manner requested by Buyer.

14. EXAMINATION AND REJECTION:

In the event, good or services are found at any time after delivery to be defective or otherwise not in conformity with the requirements of this Order, the Buyer, at its option may: (a) require Supplier, at its cost, to immediately rectify or replace defective portion of the goods/services; (b) require the Seller, at its cost, to take such actions as may be required to cure all defects and/or bring the goods and/or services as per the requirements of this Order (c) reject and/or return at Supplier's risk and expense or any portion of such goods and/or services; and/or (d) rescind this Order without liability..

15. LIQUIDATED DAMAGES AND LIMITATION OF LIABILITY

In the event, the Supplier failed to supply the goods/ service as per the milestone, a liquidate damages shall be applicable at rate of 1% per week to a maximum up to 10% on undelivered portions of material/service under execution. The Maximum liability of the Parties shall be 100% of the Contract Price. The Parties shall not be liable under this Order for any special, incidental, consequential, indirect, or punitive damages including, without limitation, lost revenues etc. There shall not be any limitation of liability in the event a liability has arises due to the infringement of IPR, gross negligence or wilful default by any Party.

16. WARRANTIES

a) Supplier warrants that all goods and services provided pursuant to this Order shall be: (a) free of all claims, liens, or encumbrances (b) new and of merchantable quality, not used, rebuilt or made of refurbished material unless approved in writing by Buyer; (c) free from all defects in design, workmanship, and material; (d) fit for the particular purpose for which they are intended; and (e) provided in strict accordance with all specifications, samples, drawings, designs, descriptions or other requirements approved or adopted by Buyer.

b) In addition to the warranty provided by the Supplier under this clause, the Supplier, immediately, upon delivery of the goods to the Buyer, shall extend, assign, and transfer in favor of the Buyer, all the warranty(es) provided by the OEM (Manufacture's standard warranty) to the Supplier. Supplier shall remain liable for Latent Defects of the goods.

17. REPRESENTATIONS AND WARRANTIES

The Parties hereby represents and warrants that

- i) It is duly incorporated and validly exists and has right to do business under the Applicable Laws and is competent to enter into a contract and has all necessary power and authority to enter into this Order and to perform its obligations hereunder in accordance with its terms.
- ii) This Order constitutes a valid, legal and binding obligation of the Supplier and is enforceable against the Supplier in accordance with its terms.
- iii) All of the representations and warranties made in or pursuant to the Order are true and correct on and from the date hereof and shall be true and correct till materials are supplied to the Buyer in terms of this Order.

18. SUSPENSION & TERMINATION

A. The Buyer may at any time instruct the Supplier to suspend part or all of the supply and/or services. During suspension, the Supplier, without any cost to the Buyer, shall protect, store and secure such part or all of the work or goods against any deterioration, loss or damage or other losses. All work so stopped shall be resumed by the Supplier based on a schedule to be mutually agreed upon between the Buyer and the Supplier.

B. The Parties shall have right to terminate this order in case of breach of any terms and conditions of this PO by serving a Ten (10) days' notice. However, if the breach of any terms can be remedied, and the Party promptly remedies those breaches with its own cost and expenses, within 3 days of such violation, the Parties in such case will refrain from terminating the contract.

19. ASSIGNMENT, SUBCONTRACTING, AND CHANGE OF CONTROL

The Parties shall not assign, delegate, subcontract, or transfer (including by change of ownership or control, by operation of law or otherwise) this Order or any of its rights or obligations hereunder, including payment, without other Parties Buyer's prior written consent.

20. COMPLIANCE WITH LAWS AND KP POLICIES

Supplier represents, warrants, certifies and covenants (collectively, "Covenants") that it shall comply with all applicable laws including relating to anti-bribery and anti-corruption. Supplier Covenants that it shall take appropriate actions necessary to protect health, safety and the environment and has established effective requirements to ensure any suppliers it uses to perform the work called for under this PO shall be in compliance with HSE policy of the Buyer.

21. CONFIDENTIALITY

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“Confidential Information” for purposes of this Order shall mean: (i) the terms of this Order; (ii) all information and material disclosed or provided or comes under the knowledge of the Parties from each other or to their authorised representative or employees; (iii) all information Parties or its representatives derive from each other; and (iv) IPR and Trade Secrets of the Parties.

The Parties shall not disclose any of the Confidential Information to any third party at any time without the prior written approval from the other Party except if it is required under any law to mandatorily disclose.

22. FORCE MAJEURE

Party affected by the Force Majeure shall not be liable to the other Party or shall not be deemed to be in breach of the terms of this PO to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

- a) acts of God including earthquakes, explosions, accidents, landslides, fire, typhoons, floods, lightning, cyclone, tsunami, hurricane, drought, famine, epidemic, pandemic, or any lockdown imposed by local, state or central government due to any reason(s), act of war, invasion, civil unrest, military coup, act of terrorism, political unrest, etc.
- b) government sanction including expropriation or compulsory acquisition of the Plant, embargo, Change of Law declaring the action (amounting to discharge of the obligation by any Party) as illegal;

If a Party is prevented from performing any of its obligations under this Contract by Force Majeure Event, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure Event and shall specify the obligations, the performance of which is prevented. The notice shall be given within 7 days after the Party became aware of the relevant event or circumstance constituting Force Majeure Event.

23. GOVERNING LAW AND DISPUTE RESOLUTION

This Order shall be governed by the laws of India. In the event of any dispute arising out of or in connection with this Order, the parties agree to submit such dispute to arbitration. Any arbitration proceeding shall be finally settled under the Arbitration and conciliation Act, 1996 by a sole arbitrator appointed in accordance with the said act. The place of arbitration shall be Surat and the language shall be English. The arbitration shall be confidential. The competent courts at the place of the registered office of the Buyer shall have exclusive jurisdiction in relation to this Order and for implementation of the arbitral awards.

24. SURVIVAL

All provisions or obligations contained in this Order, which by their nature or effect are required or intended to be observed, kept, or performed after termination or expiration of this Order shall survive and remain binding upon and for the benefit of the parties, their successors and permitted assigns including.