

WORK ORDER

WO NO.: 0506/AGL/LOI/PATROLLING/FP/UJJ/PTM/2015

Date: 05.10.2015

M/s FUTURE PROJECTS
SHOP NO. 5 HAPPY HOME APT. 1
NEAR MALAIKA, SHANTI PARK,
MIRA ROAD, THANE
Contact – 022-28119735, 9322862988
Email id - info@futureprojects.in

Attn: Mr. BHANU SINGH

Sub.: Work pertaining to Patrolling of Steel / MDPE Pipeline Network of UJJAIN and PITHAMPUR CITY of City Gas Distribution Project.

Ref.: 1. Tender No.: AGL/181/PATROLLING/08-15 dated 30.08.2015

2. Your Offer No. FUTURE/AGL/180/08-15 DATED 15.09.2015

Dear Sir,

With reference to your offer no. FUTURE/AGL/180/08-15 DATED 15.09.2015 against our Tender No. : AGL/181/PATROLLING/08-15 dated 30.08.2015 and all subsequent correspondences till date PATROLLING of Steel / MDPE Pipeline Network of UJJAIN and PITHAMPUR CITY Of City Gas Distribution Project, we are pleased to issue this Work Order on following Terms and Conditions:

SCOPE OF WORK

The scope of work shall be as per Bid Document - AGL/181/PATROLLING/08-15 dated 30.08.2015 and Schedule of Rates attached as Annexure - I and II.

The work shall be executed strictly in accordance with the terms and conditions set out below and the bidding document which forms an integral part of this Work Order. No variation of any nature shall be permitted to these conditions except with Purchaser's prior consent in writing.

ORDER VALUE

The estimated Value of this work order is Rs 34,06,320 /- (RUPEES THIRTY FOUR LACS SIX THOUSANDS THREE HUNDRED TWENTY ONLY) as per your quoted prices for UJJAIN CITY vide the above referred offer, the total order value is inclusive of all taxes and duties as per Schedule of Rates (SOR) attached herewith as Annexure - I

The estimated Value of this work order is Rs 26,67,600 /- (RUPEES TWENTY SIX LACS SIXTY SEVEN THOUSANDS SIX HUNDRED ONLY) as per your quoted prices for PITHAMPUR CITY vide the above referred offer, the total order value is inclusive of all taxes and duties as per Schedule of Rates (SOR) attached herewith as Annexure - II

The Total Estimated Value of this work order is Rs 60,73,920 /- (RUPEES SIXTY LACS SEVENTY THREE THOUSANDS NINE HUNDRED TWENTY ONLY) as per your quoted prices for UJAIN and PITHAMPUR CITY vide the above referred offer, the total order value is inclusive of all taxes and duties as per Schedule of Rates (SOR) attached herewith as Annexure – I and ANNEXURE - II

Statutory variations in taxes & duties shall be dealt with as per relevant Tender Clause.

The actual order value shall, however, be subject to variation depending upon the actual quantities of work executed, measured and accepted for payment at site. The contract rates shall remain firm and fixed till completion of all works and no adjustment / escalation in prices on any account shall be permissible except for the statutory variation in taxes and duties.

CONTRACT PERIOD

Contract period shall be for Two (2) Years from the date of Award.

CONTRACT PERIOD EXTENSION

Contract period shall further extended for another One Year on same terms & conditions as per AGL Discretion.

5. PENALTY

If the contractor fails to provide the required services against any activity under the contract as per time schedule approved by engineer in-charge, penalty shall be imposed, which will

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be finalized and informed by the owner's engineer in-charge based on loss in revenue incurred (calculated from monthly average sale) due to contractor's reason.

In case of any complaint regarding non fulfilment of any obligation under the contract, owner reserves the right to withhold the payment of the contractor, and out of such amount and including the security deposit held, make such payment to another agency for getting the job done at the contractor's risk and cost, as it may consider necessary for smooth and unhindered working of the system.

Apart from the above, the following criteria also entitles for the imposition of penalties:

- Against non fulfilment of the minimum service level standards.
- Against non availability of skilled qualified required by AGL manpower for each instance without justification.

Against any manipulation / malpractices:

- Against not using Personal protective Equipments (PPE) or proper tools / tackles for each instance.
- Against deployment of any employee of age less than 18 years in any of the activity.
- Against non observation / misbehaviour and non compliance of statutory requirements and HSE during execution of O&M work.
 - No penalty shall be applicable in case of :
 - Force majeure.
 - When AGL has instructed not to carry out the work, for which only written evidence shall be considered / granted.
 - Reasons not attributed to contractor.

6. TESTS AND INSPECTION:

All Tests and Inspection for the executed work shall be inspected by the Engineer – In – Charge. The Test and Inspections shall be carried out as per Clause No. 55 of Section – III, GCC of the Tender Document.

7. TERMINATION OF CONTRACT

The contract can be terminated as detailed in clause no 64 & 72 of General Condition of Contract (GCC) of tender document.

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8. COMPLIANCE WITH STATUTORY AND LEGAL REQUIREMENTS

The contractor shall comply with all legal requirements under various labour laws like contract labour (regulation and abolition) Act, Provident Fund and Miscellaneous provision Act, Minimum Wages Act and all other applicable laws.

Contractor shall indemnify owner / consultant in the event of failure of contractor to comply with any legal and statutory requirements.

9. APPLICABILITY OF LAW & JURISDICTION

The order shall be Governed and interpreted in accordance with the applicable laws of India and Court of Madhya Pradesh shall be exclusive Jurisdiction.

10. ARBITRATION

For all disputes or differences, other than the matters where decision of the Engineering Charge is deemed to be final and binding as provided in the tender, which cannot be resolved mutually, arbitration would be as per clause 79.0 of General Condition of Contract.

11. SITE ORGANISATION

Subject to the provisions in the document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel for the work, contractor shall deploy and maintain site organization and augment the same as decided by the Engineer-incharge depending on the exigencies of work as to complete works within the contracted time schedule and without any additional cost to Owner.

12. DEFECT LIABILITY PERIOD

The defect liability period shall be 12 months from the date of handing over as certified by the Engineer in Charge as per Clause 57.0 of General Conditions of contract-Works (GCC-Works).

13. PAYMENT TERMS AND CONDITIONS

Contractor shall submit his RA bill to the respective Engineer-In-Charge of Employer, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. Un-disputed payment shall be made to the contractor through Finance

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Department against Bills, duly certified by respective Employer's Engineer-In-Charge within 15 (Fifteen) days, if found in order. No interest shall be paid in case of delay in payments. For payment terms, refer clause no. 5 & 6 of SCC.

Payment shall be released after applicable tax deductions at source as per rules & acts enforced during the tenancy of the contract

14. PAYMENT METHODOLOGY

- 14.1 The contractor shall raise invoices on monthly basis (RA BILL) for works carried out duly certified by Engineer-in-Charge in triplicate.
- 14.2 The payments to the Contractor will be released within a period of 15days from the date of receipt of the certified invoice as per the terms and conditions of the Contract.
- 14.3 Purchaser will release payment as per SCC Clause No. 5.

All applicable taxes as per rules and acts enforced during the tenancy of the contract shall be deducted at source.

Documents to be submitted / produced along with the Invoices:

- Invoices with IT no. / ST No. printed thereon.
- ESI/EPF challan / undertaking for the period of the measurement along with RA Bills.
- Insurance Policy as per relevant clauses of Contract Agreement, including Comprehensive All Risk (CAR) policy
- Any other documents required for the purpose of processing the bills
- 14.4 Payment will be released through normal banking channels on receipt of relevant documents along with correct invoice, complete in all respects.
- 14.5 The invoice shall have the Work order No. and complete description as indicated in Schedule of Rates as per Annexure-I and II.
- 14.6 Invoices shall be submitted as under:
 - 1 original + 1 copy with necessary documents to the
 Mr. V.K. Shrote (Chief Manager- Operations)





Successful bidder shall be required to submit, within fifteen (15) days from date of issue of "Fax of Intent", the Contract Performance Bank Guarantee for 10% of the total order value. The validity of the CPBG shall be 3 months beyond the Warranty / Defect Liability period of the contract.

In the event that completion of work is delayed beyond the scheduled completion date for any reason whatsoever, the contractor shall have the validity of the Contract Performance Bank Guarantee suitably extended to cover the period of delay.

The proceeds of the Contract Performance Bank Guarantee shall be payable to the Employer as compensation for any loss or damage resulting from the Contractor's failure to complete its obligations under the Agreement

The Contract Performance Bank Guarantee shall be denominated in the currency of the Agreement and shall be in one of the following forms:

A bank guarantee issued by a scheduled/ nationalized bank is acceptable to the Employer, in the form provided in the bid documents. The Contract Performance Bank Guarantee will be discharged by the Employer and returned to the Contractor not later than One hundred eighty (180) days following the date of completion of all the Contractor's performance obligations under the Contract, including any warranty obligations..

CONTRACT AGREEMENT

You are requested to execute an agreement as per proforma enclosed in the bid document on a non-judicial stamp paper of M.P. State and of appropriate value within 15 (fifteen) days of issue of this WO. The cost of non-judicial stamp paper shall be borne by you.

The following documents shall be forming part of agreement.

- Tender No.: AGL/181/PATROLLING/08-15 dated 30.08.2015
- Your Offer No. FUTURE/AGL/180/08-15 DATED 15.09.2015 and all correspondences made in regard to above mentioned tender till date
- This Detailed Work Order along with SOR Annexure I and II

OTHER TERMS & CONDITIONS

All other provisions covered under bidding document along with Instructions to Bidders, General Conditions of Contract-Works (GCC-Works), Special Conditions of Contract-Works (SCC-Works), other sections of bid document, shall be fully applicable to this order without any deviation unless otherwise agreed upon in writing.

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18. ENGINEER – IN – CHARGE

The Engineer-In-Charge for this WO shall be:
Mr. V.K. Shrote (Chief Manager- Operations)
Aavantika Gas Limited, 2nd floor, 202-B NRK Business Park,
Vijay Nagar Square, Indore (M.P.)

ACCEPTANCE OF ORDER

This work order is being issued in duplicate. One copy of the order duly signed, stamped and dated on each page, shall be returned, within 7 days from the date of issuance of this work order to:

Manager – C&P (Aavantika Gas Limited) 2nd floor, 202-B NRK Business Park, Vijay Nagar Square, Indore (M.P.)

20. Enclosure:

Annexure – I (Schedule of Rates – UJJAIN)
Annexure – II (Schedule of Rates – PITHAMPUR)

Yours Sincerely

FOR AAVANTIKA GAS LIMITED

Himanshu Nigote Manager - C&P

INDORE

ORDER ACCEPTANCE

We accept the WO in its entirety.

Place

Date

Signature

Name

Designation

Seal

ANNEXURE - I

SCHEDULE OF RATES (SOR): UJJAIN

AGL/181/PATROLLING/08-15

Item No.	Description of Item Manpower	Unit	Qty	Per Unit Rate (INR)	Total Amount (INR)
1.1	Incharge/Coordinator with office space approx. 500sq.feet having landline and internet facility.	Man Month	24	29,500	7,08,00
1.2 - - - - - - - - - - - - - - - - - - -	Patrolling Man for entire steel pipe line ,MDPE pipeline (with 2 weeler including all fuel charges) and with mobile facility	Man Month	240	9,500	22,80,000
	Total amount for 24 months inclusive of all taxes excluding service tax				29,88,000
	Service tax @14%				20,00,000
	Total amount for 24 months inclusive of			* 4	4,18,320
	AMOUNT IN WORDS : THIRTY FOUR LACS			r italia	34,06,320

TOTAL AMOUNT IN WORDS: THIRTY FOUR LACS SIX THOUSANDS THREE HUNDRED TWENTY ONLY



	SCHEDULE OF RA	TES (SOR) :	PITHA	MPUR	ANNEXURE -				
AGL/181/PATROLLING/08-15									
Item No	bescription of item	Unit	Qty	Per Unit Rate (INR)	Total Amount				
	Manpower			()					
1.1	Incharge/Coordinator with office space approx. 500sq feet having landline and internet facility.	Man Month	24	29,500	7,08,000				
1.2	Patrolling Man for entire steel pipe line ,MDPE pipeline (with 2 weeler including all fuel charges) and with mobile facility	Man Month	192	8,500	16,32,000				
	Total amount for 24 months inclusive of all taxes excluding service tax				23,40,000				
	Service tax @14%				20,40,000				
8	Total amount for 24 months inclusive of all taxes including service tax				3,27,600 26,67,600				
TOT	AL AMOUNT IN WORDS : TWENTY SIX LAC				20,07,600				

