



Jyoti Structures Ltd. Plant - II
Works : E-60-61, Road-D, M.I.D.C., Satpur,
Nashik - 422 007.
Tel. : 91-253-6603225 / 6603226
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E-mail : contact@jstl.co.in

Ref. No.: JSLWO/NSK/A-G/12-13/NSK-01A

K K Vidyut,
Sarola Kasar,
Ahmednagar - 414 005

August 18, 2012

Tele-Fax: 0241 - 2425981, Mob: 94222 20314

Subject: Work order for foundation, Erection & Allied Works in 132 KV Alephata - Ghargaon Transmission Line
Client : Maharashtra State Electricity Transmission Company Limited (MSETCL)
Reference: 1. Your offer dtd 09.07.12
2. Telephonic Discussions

Dear Sir,

With reference to the above, we are pleased to award the contract for Foundation, Erection & Allied Work of 132 KV Alephata - Ghargaon Transmission Line as per following terms & conditions.

1.0 SCOPE OF WORK:

a. Collection of all construction materials to be supplied by us from JSL stores, transportation to location sites, marking of foundation pits as per drawing, excavation in all types of soil, setting of stubs with templates/props, fixing of reinforcement including supply of binding wire, concreting of foundation as per design & drawing provided for this purpose, back-filling of pits with approved quality of soil and compaction, adherence to the field quality plan, removal of templates/props, earthing of towers as per drawing, benching if required in all types of soil, clearing of site by removing all excess earth and debris from the tower locations, as per instructions of authorized representative of Jyoti Structures Ltd. (JSL hereinafter) engaged for supervising the construction work. Testing and arranging reports from approved Laboratories for the material procured by you like aggregate, sand water etc. including cube test reports as per the field quality plan. Obtaining duly signed and accepted JMC from the client.

b. EARTHING OF TOWER:

Earthing of the tower is the integral part of the foundation and shall be done along with the concreting work. No foundation work shall be considered complete until the earthing of the same is done. Payment for the foundation work shall be released only after the completion of earthing work. Obtaining duly signed and accepted JMC from the client.

c. ERECTION OF TOWER:

Taking delivery from JSL's store, transportation to tower locations of all erection material including Tower Members, Nut & Bolts, proper handling at site, safe custody, erection of super structures as per approved drawings, rendering proper account of all such material at all times and all other associated work required to complete Tower erection work not mentioned specifically here, in strict accordance with specifications and drawing prepared for the purpose by MSETCL and also according to work instructions of JSL. Obtaining duly signed and accepted JMC from the client.

Corporate Office :

1st Floor, Valiche Chambers, Plot No. B-6, CTS-612, New Link Road, Oshiwara, Andheri (W), Mumbai - 400 053. Tel: (91-22) 40915000-13, Fax: (91-22) 40915014/15.

Plant - I

Rajpur Works

R & D Centre

52/53A, 'D' Road, M.I.D.C., Satpur, Nashik - 422 007. Tel: (91-253) 2201700 / 800, Fax: (91-253) 2351134
1037 / 1046, Usha, Rajpur - 403221. Tel: (91-771) 2324559, Fax: (91-771) 2324767
Ghod, Igatpur, Dist. Nashik, Pin - 422 402. Tel: (91-2553) 220211, Fax: (91-2553) 220211
Proto: (91-2553) 220252, Stores: (91-2553) 220212

1. STRINGING WORKS:

Taking delivery of material from JSL stores, installation of hardware fittings with insulator disc, fixing of specified conductors with all accessories and fixing of earthwire with all its accessories, peeling out, regulation, clipping, shifting of materials from one site to another site and all works related to stringing but not specifically mentioned herein. Placing of Number plate, danger plate, phase plate and anti climbing device in strict accordance with specifications and drawing prepared for the purpose, by and according to work instructions of JSL. Obtaining duly signed and accepted JMC from the client.

2. QUANTITY OF WORK:

The quantity of work for different items mentioned in Annexure - A, shall be finalized by Project Manager. During the execution of the contract, employer reserves the right to increase/decrease the finalized quantity of any or all items under the contract, without any change in unit price and other terms & conditions.

3. Method of Work: -

Execution and method of working shall be as per the MSETCL's specifications. Contractor to carefully go through the same before starting of the work.

4. PRICE:

Total value of this work order is Rs. 1,46,87,377/- (Rupees One Crore Forty Six Lakh Eighty Seven Thousand Five Hundred and Seventy Seven only). This price is only indicative and may change to any extent as per site requirement. However, unit prices for different item of work shall be as indicated in Annexure - A of this Work Order. The unit prices shall remain firm throughout this contract (including extension of time, if granted) and shall not be subject to any fluctuation due to variation in cost of materials, labour or state or central legislation, or any other reason whatsoever. Unit Prices include cost of all preparatory, related and ancillary works for each item. Kindly note that benching & excavation work rates for air for a load and lift of at least 50 m from the location and location should be clear form any kind of excavated materials and debris.

5. MEASUREMENT & PAYMENTS:

All the measurements and classifications of works for the purpose of the contractor's bill shall be those which are accepted by the client for making payments to employer. If the payments are made by JSL, before the measurements etc. and subsequently recovered by the client from JSL, the same shall also be recovered from contractor.

6. PERMISSION TO WORK & CO-ORDINATION:

The contractor shall obtain a written clearance from the employer Engineers at site prior to starting of each phase of the work at each location, failing which they shall be liable for all the consequences arising from not obtaining such clearance including non extension in completion period.

The co-ordination required with client to execute the work awarded shall be arranged by the contractor. However employer will assist the contractor whenever necessary.

7. EMPLOYMENT OF LABOUR:

You shall arrange and pay for all & any categories of workman required for carrying out this work including watchmen required at the location site to safeguard all materials, tools, plants etc kept at site for safeguarding party & wholly finished works.

In the event of the Contractor failing to pay his labour, the JSL reserves the right after having given 48 hours after confirmed delivery of notice of their intention to do so, to pay such labour at their usual rates from money due to or to become due to the contractor on account of the work. Such payments shall be witnessed and signed by the contractor if he is present. In contractor's absence such payment to be duly notified to him and after such notification, the JSL representatives certificate of such payments having been made on behalf and debit-able to the account of the contractor to be final and binding. If the said sum is insufficient for recovery from this work, it shall be recovered from any other job executed by contractor.



TAXES & DUTIES:

The Contract Price includes all taxes, duties, levies or in what name it may be called, including Works Contract Tax. Employer shall not entertain any claim whatsoever in this regard.

However Service Tax as applicable shall be paid extra subject to production of the Service Tax Registration No. & proof of deposit.

Further employer shall deduct such taxes namely Works Contract and Income Tax as applicable under the law and issue TDS certificates. Contractor must submit the details of their Works contract Tax Registration No. with a photo copy of the Registration Certificate under WCT/VAT.

Contractor must furnish a photo copy of Permanent Account Number (PAN) before or at the time of submission of first Bill. Please note that if contractor fails to submit the details of PAN, TDS Certificate against the deduction would not be issued to the contractor.

9. QUALITY OF CONSTRUCTION:

All activities concerned to this construction work shall be carried out as per specification prepared and Field Quality Plan (hereinafter referred as FQP) approved by client for this purpose and included in the specification. Acceptance criteria shall be as per FQP / the latest IS specification for the particular material being tested. Contractor shall be responsible to procure approved quality of construction material conforming to concerned latest edition of IS. It shall be contractor's responsibility to get Joint Measurement Certificate (JMC) for all works executed by contractor. Any items of work carried out in a bad workmanship or with defective materials shall be rejected and contractor shall not have any claim on the rejected work and should immediately re-do/repair the work with their own cost and materials without any claim for extension of time or payment.

10. MATERIAL TO BE SUPPLIED BY EMPLOYER:

The following items shall be supplied to contractor free of cost, wherever possible.

1. Stubs and Cleats with bolts and nuts.
2. Stub setting template/Prop Sets.
3. Steel for reinforcement.
4. Earthing Material (Excluding all consumables like salt, coke etc.)

Quantities of the above items to be issued to the contractor shall be decided by Project - in-charge of employer.

Contractor shall be responsible to collect these items from JSL's stores and return in good condition all returnable material like template, form boxes, empty cement bags etc. The cost of any damage/ loss shall be recovered from contractor at the rate of its present market price plus 15% handling charges. JSL shall allow 0.5% for conductor and earth wire, 1% for reinforcement steel as a permissible wastage. All these wastages shall be accounted as handling loss. However agency has to return all damaged / incomplete parts to JSL.

11. WAY LEAVE:

Necessary way leave to carry out the work shall be arranged by employer/client wherever possible. However, contractor shall put all efforts to resolve the way leave problem for carrying out works without obstruction from the local people / villagers. ROW proposal will be initiated by the contractor and necessary cheques towards compensation will be issued by JSL.

No idle charges whatsoever shall be paid by employer in case the work is held up due to way leave problem or on any account.

12. SAFETY:

Employer puts special emphasis on safe working conditions at work site. Contractor/suppliers/vendors/associates have to ensure that all Safety Norm are complied strictly. Employer safety policy forms attached (Annexure C) shall form an integral part of this contract. Noncompliance of the same shall have enough reason for termination of this contract.

13. WORK SCHEDULE:

The basic consideration and essence of this contract shall be the strict adherence to the work schedule for the completion of entire work within 06 (Six) months from the date of issuance of work order. The work under this contract shall be performed in such a manner so as to meet the Schedule and key dates to be identified by Project-In-charge.

14 **BONUS / INCENTIVE:**

Bonus / Incentive will be paid @ 5% of the contract value (without reinforcement steel) after successful completion of entire work, except work which is beyond anybody's control, in stipulated time frame agreed as per clause no 13. Bonus will be applicable for minimum 95% work completion, irrespective of the nature of the problems i.e. whether within or beyond control of the contractor.

15 **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION:**

If the Contractor fails to Complete the work within the time specified in the work order or any extension granted thereof, the Contractor shall pay to the employer as liquidated damages and not as penalty, a sum of one half of one percent (0.5%) of the Contract Price of the uncompleted work for each calendar week of delay or part thereof. The total liquidated damages for delay under the contract shall, however, be subject to a maximum of five percent (5%) of the total contract price.

16 **TERMS OF PAYMENT:**

Up-to 90% of payment calculated on the unit rate, for the work completed each month shall be released, as below, after acceptance of the work by employer/client authorized representatives and submission of Joint Measurement Certificate signed by authorized representatives of both.

- a) 90% payment within 30 days from the date of submission of the RA Bill in Circle by the contractor, after due certification at MSETCL sub-divisional/Divisional level and submission with all necessary documents as above.

However, it is contractor's responsibility to process JSL bill at Division level and submit the same to MSETCL Circle for early realization of JSL payment. JSL will take care of further Processing from MSETCL Circle level till realization of payment to JSL. Payment will be initiated from the amount released by MSETCL with reference to the corresponding processed bill.

- b) Balance 10% of the amount of the bills shall be retained and to be released after completion of the project, reconciliation of material/accounts, on receipt of corresponding payment to JSL by from client and receipt of TOC.

Contractor shall submit RA bills considering the repayment rules of MSETCL, referring to the dependency clause, for the completed job in triplicate together with copies of certified measurements as indicated above, to our Site office.

17 **TOOLS & PLANTS:**

All required tools, plants, equipment, machinery and vehicles required for the work shall be arranged by contractor at their cost. Contractor shall be responsible for storage of all these tools, plants etc. at the work site and these should be freely accessible to employer/client authorized representative for inspection as regards its proper functioning. If any tools, plants, equipment, machinery and vehicle are supplied by employer for temporary use at this project, the necessary hire charges as declared by employer shall be recovered from your bills.

18 **DISPUTES:**

If the contractor is not satisfied with decision of the company's representative in-charge of the work, then he can appeal to the company's General Manager at Aurangabad whose decision shall be final and binding on the contractor.

All differences and/or disputes arising out of the contract shall be settled mutually but if required, the same would be resolved by arbitration as per provisions of the Arbitration & Conciliation Act 1996. General Manager (Construction), Jyoti Structures Ltd. shall be sole arbitrator. The award of Arbitrator will be final, conclusive & binding on all the parties to the contract. The venue of arbitration shall be such place as may be fixed by the arbitrator. The cost of arbitration shall be borne by the parties to the disputes, as may be decided by the arbitrator. The Court of Mumbai shall have exclusive jurisdiction in all matters arising under the Contract.



18 **GENERAL TERMS & CONDITION**

The General Terms and Condition as per Annexure - B attached herewith forms the integral part of the work order.

This Work order is being issued in duplicate. We request to return the duplicate copy duly signed and stamped on each page within 7 days from the date of this Work order as an unconditional acceptance of the same.

We thank for the interest shown by you for this work and look forward to receive your continued co-operation.

Thanking you,

Yours faithfully,

For JYOTI STRUCTURES LIMITED,



Sunil E Pandit
General Manager (Project)

Encl: As Above.

CC:-

1. A/C Deptt - JSL, Nasik - for information & record

ACCEPTED BY



Signature of Sub-contractor

ANNEXURE - A

SCHEDULE OF RATES (Enclosure to WO NO. JSL/WO/NSK/A-G/12-13/NSK-01A dtd 18th August 2012)
MSETCL Projects - 132 kV SCDC Alephata - Ghargaon TL

Sr. No.	Description of Unit	Unit	Qty	Unit rates
1.0	Check Survey	Kms	33.46	3,633
2.0	Foundation			
2.1	Excavation of pits for tower footing in earth soil of all including removing of excavated material beyond tower limits up to 50 mtrs. Lead and all lifts, shoring, shuttering, dewatering, preparation of bed for foundation and back filling after casting and curing of foundations with ramming etc.			
	a) Normal soil	CuM	691.41	134
	b) Hard Murrum/Soft Rock	CuM	559.54	326
	c) B C soil/submerged soil	CuM	3791.94	177
	d) Dry fissured rock	CuM	2628.36	716
	e) Hard rock by chiselling	CuM	305.94	942
2.2	Providing and casting in-situ cement concrete of trap metal of size 20 to 40 mm as applicable, including fixing of stub units with bolts & nuts with fixing of stub setting templates, form boxes, fishing, coping and curing for 21 days complete			
	a) 1:3:6 (M-10)	CuM	59.58	4,400
	b) 1:1.5:3 (M-20)	CuM	1288.87	5,750
	c) Cutting, Bending and placement of steel reinforcement in concrete foundation	MT	16.83	3,500
3	Earthing			
	a) Pipe Type Earthing	Nos.	30	2,000
	b) Counter Poise Earthing	Nos.	18	2,600
4	Tower Erection	MT	433.5	4,100
5	Stringing			
	Stringing of ACSR Conductor	Kms	33.46	45,000
	Stringing of earth wire	Kms	33.46	10,000

Note: Above quantities are only indicative in nature. The same can be changed, to any extent, as per site requirement and has to be executed without any change in final rates as above.

For JYOTI STRUCTURES LIMITED

ACCEPTED BY