

GIL CERT WO-Elect/2007-08/197/ January 20, 2008

# TO WHOMSOEVER IT MAY CONCERN

This is certified that M/s Dynamic Elecpower (P) Limited , G-68. RIICO INDUSTRIAL AREA. BILIYA. BHILWARA -311001 (Raj) have successfully completed against our W.O. No. GIL/PUR/WO-Elect/2006-07 dated 25.11.2006. the work of Erection, Testing & Commissioning of Electrical & Instrumentation installation at MSW Plant, Langariyawas. Jamwaramgarh, Distt. Jaipur (Raj).

The work done was W.O. No. GIL/PUR/WO-Elect/2006-07 dated 25.11.2006, as per our specified in Annexure – I

Work Description: Installation, testing and commissioning of. Compact substation consist of  $\frac{11}{10}$  KV , 630 AMP, VCB with 1250 KVA ,  $\frac{11}{10}$  KVA ,  $\frac{11}{10}$  KV corrugated tank type transformer and one no. LT incomner of 2000 amp , 3 pole ACB .

Various AC/DC Panels . Cables. Street Lights, Earthing, Office Lighting work, HT Metering Panel etc.

Total Value of work was award Rs 35 Lacs

The work was done to our satisfaction and was completed on dated 25.11.07

For Grasim Industries Limited

Sr. Executive presdent





GIL/PUR/WO-Elect/2006-07 November 25, 2006

M/s Dynamic Elecpower Pvt Ltd, G-68, RIICO Industrial Area. Biliya, Bhilwara (Raj.) - 311001

Attn.: Mr. S.K.Lodha

Sub: Work order for Erection, Testing & Commissioning of Electrical & Instrumentation installation at MSW Plant, Langariyawas, Jamwaramgarh, Distt. Jaipur (Raj.)

Dear Sir,

This has reference to your offer dated 04.09.2006 and the discussions you had with us on 16.11.2006, we are pleased to place our work order for Erection, Testing & Commissioning job of Electrical & Instrumentation installation at MSW Plant as per terms & conditions mentioned hereunder:

### 1.0 SCOPE OF JOB

You shall undertake complete installation of Electrical & Instrumentation equipment, Lighting work and assist in commissioning of equipment at our MSW plant as per Annexure – I. The quantity specified in Annexure shall have variation of  $\pm$  20% and the billing will be done as per actual quantity of work done at unit rates mentioned.

You shall arrange shifting of material from storage yard to appropriate locations.

You shall arrange to obtain proper Certification for the Electrical installation without any extra cost to us.

#### 2.0 RATE SCHEDULE & DISCOUNT :-

Item wise rates, as specified in Annexure - I shall be applicable.

However, you shall provide 8 % discount over the rates mentioned in Annex-I.

## 3.0 TAXES & DUTIES:

- 3.1 Work Contract Tax, as applicable, will be reimbursed to you at actual on submission of documents.
- 3.2 Income Tax, as per IT Rules of Govt. of India, shall be deducted from your bills and certificate to this effect shall be issued to you.

#### 4.0 **SERVICE TAX**:

4.1 Service tax if applicable shall be paid extra on production of necessary documents.

## 5.0 TIME SCHEDULE:

5.1 You shall complete the job within 45 days from the date of our Work order.









## 6.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK:

6.1 Liquidated damages @ 1% of the contract value for each week's delay or part thereof shall be deducted from your bills subject to maximum 10% of the contract value for the reasons attributable to you

#### 7.0 **PAYMENT:**:

- 10% advance against Corporate Guarantee and Blank Cheque.
- 80% against monthly running bills duly verified by our Site In Charge.
- Balance 10% payment shall be released on submission of Performance Bank Guarantee of equivalent amount, valid for a period of 12 months from the date of commissioning

#### 8.0 SCOPE FOR MATERIAL (In contractors scope)

- All tools & tackles for the project as per clause 4.1 of Ann.- II including DG set.
- All consumables as per clause 3.5 of Ann.- II and material as per details in Ann.- I.

#### 9.0 **SITE FACILITY**:

We will provide you space for Office and storage of material at the site on free of cost basis. However, required sheds shall be constructed by you at your own cost. We will provide you water point free of cost at fabrication site location area. However, you shall have to arrange power point and electricity of your own.

### 10.0 SCRAP NORMS:

As per clause No 3.4.2 of Annexure – II.

Detailed Technical scope for Erection, testing and commissioning shall be as per Annexure-II enclosed.

General terms & conditions shall be as per Annexure-III enclosed

#### 11.0 MANPOWER & RESOURCE MOBILISATION:

You shall depute senior technical person to our site as Site Incharge. He will be available for 24 Hrs. and will have all necessary authority to take the decisions based on the site requirement before commencement of the project. There will be co-ordination meeting for review of the project on weekly basis and minutes of meeting shall be prepared. You shall depute adequate and qualified manpower as per project requirement at site. In addition to above, you shall also mobilise sufficient number of tools & tackles in addition to the other requirement to avoid any delay in execution of project.

#### 12.0 **INDEMNITY, INSURANCE AND SAFETY**:

You shall be solely responsible for all injury to persons, animals or things and for all damages to property to whomsoever it may belong which may arise from operations or neglect of your employees whether such injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. Contractor shall promptly report in writing to owner/consultant all cases of accidents and damages whenever caused and wherever occurring in execution of the contract, and shall make adequate arrangements to render all possible aids to the victims of all such accident and damages.







The contractor shall comply with all the statutory formalities and shall follow all statutes with regard to employment enforce various obligations cast upon the Contractor in terms of provisions contained in the Contract Labour (Regulations & Abolition) Act. The Contractor shall be liable for any inflation thereof. Any inconvenience or delay caused to the company due to non-compliance of various statutes, provision concerning employment of labor shall entail the contractor to pay liquidated damages and also make good the losses suffered by the company, if any, on account of delay in the execution of the work order.

It has been conveyed to you that safety should be given prime importance through out the execution of the project. You shall depute a special safety qualified officer at site who will be available on round the clock basis. All safety requirements and safety standards procedures will be adhere to while executing the contract. Our project Manager shall not allow any lapses for safety requirement by contractor.

You shall also comply all the relevant clauses as per Annexure –III enclosed

# 13.0 WARRANTEE AND DAMAGES:

You shall warrantee that the equipments and parts being fabricated & erected by you will be of/first class workmanship and free from defects. Any loss resulting due to the defect in the manufacturing, whether such machinery/component manufactured by you, by your subcontractor, you shall be responsible for rectification/repairs free of cost.

If you do not carry out repair work of our complaint within the mutually agreed period, we shall undertake the work ourselves and debit the actual expenses incurred to your account, which shall be deducted first before making any payment to you.

## 14.0 **LEGAL MATTERS**:

For any dispute arising out of this work order, the jurisdiction shall be Jawad court, Distt. Neemuch (M.P.)

Thanking you,

Yours faithfully,

For Grasim Industries Ltd

(S.M.Joshi)

Vice President (T)

(Arun Daga)

Sr. Vice President (F&C)

(R.M.Gupta)

Sr. Executive President





,		