



## WORK ORDER

WO NO:

Date: 26-02-2021

To,  
**Sengupta Enterprise,**  
2/523, KATAGANJ,  
P.O - KATAGANJ, DIST. : NADIA

**Subject:** Work Order (WO) for "Supply, Installation & commissioning include Shifting/Rerouting/Diversion of LINES in various locations from "Dhubulia - Mayapur road from 0.29 Kmp to 11.12 Kmp,

**Widening & Strengthening Work under Nadia Highway Division I in the District**

Dear Sir,

This refers to **Sengupta Enterprise** (herein referred as "SE") offer and the subsequent discussions "SE" had with BAJRANG ROAD CONSTRUCTION PRIVATE LIMITED, (hereinafter referred to as "**BRC**") regarding the subject work.

SE has agreed to all standard terms, conditions & rates as per "**WBSEDCL**" (approved estimates and specified in work order for carrying out the subject work as per requirement of **BRC**. Subsequently **BRC** is placing this **Work Order** (hereinafter referred as "**WO**") on SE subject to the-following terms and conditions:

**1. Scope of the work in brief:**

- 1.1 The scope of SE shall include Shifting/Rerouting/Diversion of lines as per BOQ at various locations. Liasioning with electrical agencies, getting the approvals from **WBSEDCL**, Testing and commissioning of the same as per the relevant codes, **WBSEDCL** Manual and circular issued by the electricity department and norms of **WBSEDCL**, I and/Or any other specifications given by **BRC** from time to time.
- 1.2 It shall be the responsibility of SE to pursue and process with authorities and get approved from them including all day to day miscellaneous works required for completion of work satisfactory.

**2 Quantities & Rates:**

The Work done shall be measured as per **WBSEDCL** certification and as per **PWD** approval. Indicative Bill of Quantities is attached as **Annexure - 1** to this WO.



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However payments will be made as per the approval of **PWD** on back to back basis as per the agreed terms between **SE & SBE**, after making necessary deductions. The total Value of Work awarded to **SE** under this Work Order stands at **Rs 0000**

**SE** will get the quantities certified from "**WBSEDCL**", Quantities certified by **WBSEDCL** & accepted by **PWD** for release of payments only will be considered for payment to **SE**.

## 2.1 Rates:

The agreed and accepted rates are exclusive of **GST @ 12%**, whereas deduction by **PWD**, if any i.e. **WC/TDS/GST** shall be reimburse to **SE** by **BRC**. **6%** shall be deducted from the cheque amount received less **GST**.

## 2.2 Price Variation:

No price variation is payable on what so ever account. However, if paid by **PWD** on this account, same shall be considered for **SE** on back to back basis.

## 3 Progress & Time for Completion:

3.1 The **SE** shall commence the work at site within 15 days from date of the **WO**.

3.2 **SE** shall complete the entire scope of work including variations, if any, within the period as per the agreed work program (inclusive of monsoon / inclement weather period) of date of **LOI** In case there is delay in handing over the land from **PWD**, the work from above scope will be completed within agreed time frame from the date of Handing over of land.

## 4 Payment Terms:

4.1 **BRC** will raise the bill to **PWD**, based on certification received from **WBSEDCL**. **BRC**

will make payment to **SE** amount received from **PWD**, Payment shall be made within **03 days after receipt of payment** from **PWD/MORTH**, however any deduction i.e. **WCT/TDS** by **PWD/MORTH** shall be reimburse to **SE**, at actual as Govt. rules. However, after receipt of payment from **PWD/MORTH**, **SBE** shall not utilized or divert the fund, if delay in payment by **BRC**, **BRC** shall pay interest @ **18%** per annum to **SE** on due amount or diverted amount.

## 5. Mobilization Advance:

No mobilization advance shall be paid on what so ever account.

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## 6 Technical Requirements:

MMV shall execute the works as per relevant **WBSEDCL** Norms and as directed by **BRC** Project Manager or his authorized representative.

6.1.1 **SE** shall be responsible for the disposal of surplus material, debris etc., and arrange to clean and reinstate the yards and platform and all working areas before moving out from the site at his own cost and to the satisfaction of **BRC** and handover the premises in a neat and tidy condition. All dismantled but unserviceable or unused material shall be returned to **PWD** for which receipt shall be produced to **BRC** as proof.

6.1.2 **SE** shall take care and be responsible to ensure that he does not encroach into other people's land and properties. Any cost's, reinstatement works, etc. required due to any such encroachment shall be borne by the **SE**.

6.1.3 All local issues such as objections, protests, hindrances, blockade, agitation, demonstration, etc. which may arise should be handled and resolved amicably by the **BRC**. **SE** shall work as per the land handed over by **PWD/MORTH/ BRC**. **BRC** will not penalize **SE** for delay in non handed over portions..

6.1.4 **SE** shall carry out and complete the entire work in every respect as per the instructions of the engineers of **WBSEDCL** and/or **BRC** and to the satisfaction of the **WBSEDCL** and/or **BRC**, and shall not vary or deviate from the plans and specifications.

6.1.5 During the progress of the work, the work and all materials used by/issued to the **SE** shall remain at **SE**'s risk and he shall not be entitled to any compensation for any loss, damage or destruction of the same, whether arising from wastage, theft or from any other cause what so ever.

6.1.6 The works shall be carried out as per the standards of **WBSEDCL** and under the supervision of **WBSEDCL** Engineers.

6.1.7 Upon satisfactory completion of the works, **SE** shall handover all the works executed by it to **BRC/ WBSEDCL**.

## 7 Retention Money:

Applicable on back to back basis as per **PWD/MORTH**'s terms & conditions. I.e., if **PWD/MORTH** retains any money against retention proportionate retention shall be affected in MMV's RA bills and shall be released similar to as released by **PWD/MORTH**.

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## 9 Facilities by SBE:

9.1 SE shall make its own arrangement for Labour Camp at its own cost. In addition, SE shall make its own arrangement for Power Supply, Drinking water, Utility water and local transportation to its labour at its own cost.

## 10 Submissions:

The SE shall submit the following to BRC:

**Work Program-** within 15 days of issue of LOI.

## 11 Taxes & Duties:

11.1 SE shall have to register themselves with GST and other relevant authorities at the place of work and provide their registration number to the **BRC within 15 days of issue of Work Order**. Such registration shall remain valid until the expiry of contract period or extended period as certified by the **BRC Project Manager**, whichever is later..

## 12 Termination:

**BRC** reserves the right to terminate this Work Order, any other reason that is beyond **BRC's** control, without any liability on **BRC**. In such case payment will be made to **SE** only for the work executed, recorded and certified by **WBSEDCL** till date of termination and no other claim or compensation is payable by **BRC**.

12.1 SE shall complete the entire Job within 300 days from the date of issue of this work order.

13 SE has clearly understood that the terms and conditions herein contained, has been negotiated by and entered into on behalf of the Company (i.e. **BRC**) the Chief Operating Officer of **BRC** in respect of the breach of any terms and conditions herein or in respect of any acts, deeds or statements that preceded this contract and pertaining to it.

**The terms and conditions stipulated herein are final and binding. These supersede any other terms and conditions, correspondence between SE and BRC or any personal discussions you had with BRC.**

SE is requested to sign the copy of this LOI signifying his acceptance to all of above terms and conditions.

For **BAJRANG ROAD CONSTRUCTION PRIVATE LIMITED**

**BAJRANG ROAD CONSTRUCTION PVT. LTD.**

Mr. \_\_\_\_\_

N. S. S. S.  
Authorised Signatory



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All the terms and conditions mentioned in above Work Order are acceptable to us and we shall abide by these.

SENGUPTA ENTERPRISE

*Subhash Malakar Partner: Kumar*

PARTNER

Name: Mr. Subhash Malakar