



DINESHCHANDRA R. AGRAWAL INFRACON PVT LTD

WB - KALYANI EXPRESSWAY -(KE)
H S Studio, Ruiya, Khardah, Barrackpore,
North 24 Parganas, West Bengal - 700119
GST No. 19AABCD9523D1ZR

WORK ORDER (APPROVED)

WO No : DRA/KE-146/2020-2021

Dated : 28/11/2020

To,

M/s SENGUPTA ENTERPRISE
WARD NO-13, 19, PLOT NO 2/523, G S COLONY,
KALYANI, KATAGANJ, NADIA, WEST BENGAL
741250
GST No. 19ABBFS3511N1ZZ
State Name : WEST BENGAL

Sub: Up gradation of Kalyani Expressway to 4/6 lane configuration from Muragacha (km 4+565) to Kampa (km 35+340) including elevated connector with proposed Mogra-Kalyani- Barajaguli Road Corridor in the district of North 24 Parganas in West Bengal (Phase- II) on EPC mode Ref- Shifting of Electrical Utility from Km Km 24+800 to Km 29+600 under Naihati Division, WBSEDCL.

Kind Attn: Subhash Malakar (Mob: 9830444944)

Dear Sir,

We are pleased to offer you above said Electrical Utility Shifting Works On Turnkey Basis for Our Project at Kalyani Expressway from Km 24+800 to Km 29+600 under Naihati division, WBSEDCL. As per mutually discussed & agreed upon, Description of Work and Terms & Condition as mentioned below:

Ref. SE/Electrical/2020-21/Offer dated 26.06.2020

SL. NO.	Description	Unit	Qty (Approx)	Rate	Amount (Approx)	Discount	CGST	SGST / UTGST
						Rate/ Amt	Rate/ Amt	Rate/ Amt
1	Material Cost as per approved Estimate from WBSEDCL, Naihati Division	LUMP SUM	1.00	19,72,22,161.00	19,72,22,161.00	0%	0%	0%
2	Labour Cost as per approved Estimate from WBSEDCL, Naihati Division	LUMP SUM	1.00	10,40,10,730.00	10,40,10,730.00	0%	9%	9%
Total								30,12,32,891.00
CGST Total								93,60,965.70
SGST/UTGST Total								93,60,965.70
Grand Total								31,99,54,822.00
Rupees in words: Thirty One Crore Ninety Nine Lakh Fifty Four Thousand Eight Hundred Twenty Two Only.								

Terms & Conditions :

Prepared By

Checked By

Approved By

AVIJIT BHARATCHANDRA MIRDDA

SAURABH CHEPURWAR

DHIRAJ CHANDRA JOSHI



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1) Work Terms & Condition :

This Work Order supersedes all previous representations, negotiations, understanding, letters and correspondences exchanged between us on the subject matter:

1. Your Scope of Work shall be from Km 24+800 to 29+600. The BOQ as mentioned above is approximate. BOQ & Estimate of Naihati Division has already been finalized by M/s WBSEDCL and approved by M/s WBHDCL as per attached Line diagram.
2. Any required variation to these Quantities within said location from km 24+800 to Km. 29+600, shall be initiated by you with proper justification and further approval of same shall also be taken by you from all concerned department.
3. Payment terms: BACK TO BACK basis measurement as certified WBSEDCL/WBHDCL will be considered for payment and after getting payment from WBSEDCL/ WBHDCL payment will be made.
4. As per mutually agreed, 10% discount for company overheads and other expenses shall be deducted from net received amount from department and all Statutory deductions will be borne by you, All applicable Tax and other Govt. dues, if any, will be deducted as per statutory rules/applicable laws.
5. Retention money of 2% will be deducted on each bill value and it will be refunded on successful completion of work.
6. Time period will be 150 days from Date of issue of this Work Order and no time extension will be given until unless there are problem/ hindrances arise.
7. These rates are as per approved by WBSEDCL.
8. All Statutory Govt. taxes will be deducted as applicable.
9. You are responsible to make your own arrangement for temporary store & temporary labour camp at your convenient place & provide the complete details.
10. You shall be liable of Payment within 10-15 days after payment received from Department to our account on due certification of RA bill/ Completion Certificate.
11. The Material reconciliation shall also be submitted along with each RA Bill to DRAIPL.
12. All liasioning with all concerned department shall be in your scope and a well experienced & qualified team shall be deployed by you for day to day activity & execution of work as per rules & regulation of WBSEDCL/WBHDCL/DRAIPL.

2) Other Terms & Condition :

1. Arrangement of proper development of location for the proposed supports of H.T. & L.T. overhead lines & 11/0.433 KV Distribution Sub Stations should be done at your own cost.
2. Land Development work should be executed in such a manner that operation and maintenance of electrical installation may be executed smoothly as & when required.
3. Renovation of Roads & other civil work, if required after completion of work will be done by you at your own cost & risk.
4. You will submit the complete Work Programme within 7 Days after receipt/signing the Work Order.
5. Prior to take up the execution of the job you shall have to submit the "Programme of Work Schedule" in details to the respective Divisional Manager/ Authorized Engineer well in advance to facilitate him for arranging proper supervision of the job by the WBSEDCL's Authorized Engineer. Copy of the said "Programme of the schedule" shall also be submitted to department.
6. Prior to taken up the execution of job, you will submit the schedule of required shutdown

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- and Coordinate with concerned department for timely implementation.
7. As and when required, you will make the arrangement to carry WBSEDCL Staff from their Office to Work Site (to and fro) for supervision of work.
 8. Execution of the shifting work shall have to be done as per WBSEDCL's approved specifications and drawings & under their supervision.
 9. Materials/ Equipment's to be utilized in the erection job need to be got approved by the Authorized Engineer of WBSEDCL in advance stage from WBSEDCL's approved vendors.
 10. Rail poles may be procured by you directly from WBSEDCL's approved vendors and the same should be as per WBSEDCL's specifications and subject to standard tests to be carried out by WBSEDCL's Engineer at standard cost to be borne by you.
 11. After completion of entire work, new installations should be handed over to the respective Site Engineer along with final survey report with "As built Drawing", list of consumed materials, schedule of new & dismantling work and list of released/returnable materials/equipment's in respect of actual executed work under intimation of Concerned Department.
 12. No increase in rates shall be allowed from the sanctioned estimates.
 13. It must ensure that shifting of utility will be done as per alignment as mentioned in the Contractor Agreement. Further only those utilities needs to be shifted which are falling within ROW of the approved alignment and are necessarily required to be shifted for implementation of the project.
 14. All Materials except the Distributions Transformers to be obtained during dismantling shall be kept in your safe custody until further order for the deposit to WBSEDCL (from your end). The dismantled Distribution Transformers will have to be returned to the concerned Divisional Store of WBSEDCL from your end and maintain the record of receipt. You will also maintain proper record of existing/dismantled material and the same shall be submitted to DRAIPL as and when required.
 15. During execution work, you should maintain proper safety pre-caution at work site.
 16. The work shall have to be executed in accordance with Drawings and Technical Specifications as approved by the department. The entire work shall be executed as per the specification, drawings and sanctioned estimate by West Bengal State Electricity Distribution Company Limited (WBSEDCL). In the case of non-observance of quality standards DRAIPL will be at liberty to terminate the allotment of this work and withdraw the same without any claim or compensation.
 17. DRAIPL shall monitor and inspect the site time to time in order to ensure the quality & progress of the work and the material brought on site and in this connection you will provide the Material Procurement Schedule and intimation regarding material brought at site.
 18. You shall have to fully comply with all labour legislations viz PF, ESI, minimum wages, labour cess etc for the manpower deployed by you to execute the work.
 19. You shall indemnify DRAIPL against all losses and claims in respect of death or injury of any person, loss or damage to any property which may arise out of or in consequence of execution and shall have to take required "Insurance Policy".
 20. Scope of work shall be 'Shifting of Electrical Lines' and the work shall be carried out as per relevant specifications, the drawings applicable for the items, Estimate approved by respective electrical utility owner.
 21. The work shall be carried out as per priority areas in consent with DRAIPL representative.
 22. You shall mobilize and start the work immediately from the date of this work order.

Prepared By

AVIJIT BHARATCHANDRA MIRDDA

Checked By

SAURABH CHEPURWAR

Approved By

DHIRAJ CHANDRA JOSHI

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23. You shall be responsible for the procurement and arrangement of all materials required for the work as per the applicable standards.
24. Proper control on quality and progress to be exercised by you to complete satisfaction of DRAIPL Authorized Representative, state utility owner and supervising authority including Independent Consultants appointed by the authority. All works shall be carried out as per approved estimates.
25. Any third-party testing required to be done as per site requirement has to be arranged by you, including testing charges.
26. You shall submit details of plants, materials, manpower, machineries, etc. that you owns and purposes to deploy for the project along with proper justification to prove adequacy of proposed resources. Deployment of mentioned plants, materials, manpower and machineries, shuttering materials etc would be essential condition of this work. In case additional machineries, materials are required to be deployed as instructed by authorized representative, the same shall be deployed by you, for successful and timely completion of the works.
27. No claim on any variation or escalation will be made unless approved by authority.
28. Any additional work not covered in the scope or BOQ shall be payable only after approval and the payment from the authority

3) TERMINATION OF CONTRACT :

Company reserves the right of termination of this contract, if progress is not found in line of progress /requirement of civil work of this project.

4) FORCE MAJEURE CLAUSE :

None of the parties hereto shall be liable for delay or failure to perform any of its obligations set forth herein, if such delay or failure has been caused by the Force Majeure including but not limited to war, hostility, Acts of Public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restriction, lockout of and acts of Gods or any circumstances of whatever nature beyond the control of concerned party that the Force Majeure has affected its performance, shall give notice to other party within 15 days (duly certified by the statutory Authorities) from the date of Occurrence there of neither party have any claim for damage against the other in respect of such non- performance or delay in performance. The work under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and decision of DRAIPL as to whether the performance of work have been so resumed or not shall be final and conclusive. If the Force Majeure situation continues, the parties hereto shall meet and discuss the ways and means to cope up with the situation.

5) SETTLEMENT OF DISPUTES :

All disputes of difference of opinions on account of interpretation of clause, technical specifications etc. shall be resolved through direct and mutual discussions at site level. In the case of difference of opinion still persisting, then the decision of the Corporate office Ahmedabad will be final and binding to both the parties.

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6) **ARBITRATION** : All disputes arising out of this work order failing amicable settlement shall be referred to the Arbitration of two Chartered Engineers, one of them to be appointed by DRAIPL and other to be appointed by the Agency. The Arbitrators shall appoint an umpire. In the event of arbitrators not reaching an agreement, the decision of the umpire shall be final and conclusive. The arbitration proceeding shall be governed in accordance with the Indian Arbitration Act 1996 or any statutory modification thereof for time being in force and such arbitration shall take place in Ahmedabad.


7) **CONTACT PERSON** Mr. Kumar Nilesh (General Manager)
: Mobile No: +91-9093201200

We are sending this order in duplicate, please return one copy duly sealed and signed at your end as a token of your acceptance.

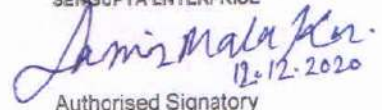
Thanking You.

Yours faithfully,

For : DINESHCHANDRA R. AGRAWAL INFRACON PVT LTD


Authorised Signatory
C.C. A/C Section

'Read and Accepted'
SENGUPTA ENTERPRISE


12.12.2020
Authorised Signatory

Prepared By

AVIJIT BHARATCHANDRA MIRDDA

Checked By

SAURABH CHEPURWAR

Approved By

DHIRAJ CHANDRA JOSHI