



AMT ADITYA CONSTRUCTIONS

E-39/1, Ground Floor, Shantiniketan CHS, Plot No-5, Sec-4,
Nerul, Navi Mumbai, Thane, Maharashtra- 400706.

GST No. 27ABNFA6922H1Z8

Vendor Name and Address:

M/S SRA Infra Solutions

Virat Delux-12, 2nd Floor, Flat No.S-2, Plot No.105,
Bal Vihar, Joshi Marg, Jhotwara, Jaipur,
Rajasthan – 302012.

PAN No.: **BIYPS8548C**

GST No. **08BIYPS8548C1ZE**

E-Mail. srainfrasolutions@gmail.com

Work Order No: **WORJAMT1920015**

Work Order Date: **23-Nov-2019**

Project ID:

Project Name: IP1/ Chawand-Bhalariya-Kanpur

We are pleased to issue you the Work Order to carry out the below work. You are required to sign and seal the duplicate copy of this Work Order and return to this office as a proof of Acceptance.

Sr. No.	Job Description	SAC Code	Unit	Quantity	Rate	Amount
1	Route Survey, Marking Trench Line, Excavation in all types of strata including Hard Rock (Open trench including Moling and/or HDD), Laying of 2 Nos. of HDPE ducts, including HDD at crossings and fixing of DWC pipes with clamping / GI Sheets on culverts and bridges. Scope includes Back filling & Restoration of surfaces both in Public/Private properties, Disposal of debris, Encasement of ducts with concrete where required. Scope also includes Supply & Installation of Chamber/Hand Hole / Manhole & Route Marker as per Specifications provided by EMPLOYER. DIT with Shuttle Pass in all the laid ducts, cable laying / blowing of Armored OFC 48F in One Duct, Earthling of cable as per specifications. Jointing of OFC, Splicing, Placing & Commissioning of FMS with Pigtails, Patch chords at specified locations. Testing & Rectification of Cable Joints, Link Testing (OTDR LSPM report) and Commissioning of the Link complete in all respects. HOTO, Preparation & Submission of As- Built Drawing in soft and hard copies, Acceptance Test Reports, Material Reconciliation Statements. Partner shall manage all types of Local Liasoning/issues with Local bodies/Authorities for carrying out awarded job. Support for obtaining the original copies of BG's submitted to ROW Authorities and returning the same to EMPLOYER along with NOC duly approved by ROW Authorities. Route Name: Chawand-Bhalariya-Kanpur (Annexure attached)	9954	Mtr	90000	250	2,25,00,000
Total						2,25,00,000
IGST @ 18%						4050000
In words: (Two Crore Sixty Five Lakh Fifty Thousand Rupees Only)				Total Amount	₹ 2,65,50,000	

Terms and Conditions:

1. Minimum trench depth shall be achieved in Normal soil **1.65 Mtr**, Hard Rock **1.2 Mtr** else protection shall be used as per **EMPLOYER** technical specification, which were attached in **Annexure-1**. For Low Depth cases, prior to execution of works, deviation approval to be obtained by the Partner (format attached) or else penalty with proportionate rates shall be applicable wherever protection has not been maintained.
2. While laying the ducts, DE Coiler must be used to avoid the damages.
3. Two Duct DIT (Duct Integration Test) to be performed as per DIT process & submit DIT report duly signed by **EMPLOYER** construction team.
4. List of FIM (Free Issued material):
 - a) Duct, OFC Cables, Joint Closures & FMS.
 - b) For Open Trench: Couplers (4 Nos. /Duct/Km.), End plug (2 Nos. /Duct/Km.), Simplex plug (2 Nos. /Duct/Km.).
 - c) For HDD, Couplers (7 Nos. /Duct/Km.), End plug (2 Nos. /Duct/Km.), Simplex plug (2 Nos. /Duct/Km.).
 - d) Only 5% extra Duct accessories will be allowed subject to the prior approval or else equivalent accessories amount will be debited into Partner's account.
 - e) If FIM material found damaged or stolen from site then the material cost as per the **EMPLOYER** rates will be debited to the Partner by issuing counter tax invoice.
5. Non-FIM shall be in Partner's scope such as Chamber, Route Marker, DWC, GI pipe, Clamping accessories, Tiles and all other materials, which are required to execute the work.
6. Allowable wastage of HDPE Duct at Open Trench method 1.5% & HDD 3%, Optical Fiber 0.5%.
7. Minimum Returnable (which will be usable) Length – HDPE Duct 50 Mtr and OFC Cable 100Mtr along with Material Reconciliation (as per format attached) before issuance of next Material (Duly signed by Engineer).
8. Partner shall provide material receipt confirmation as per challan within 24 hrs from the date of delivery, else it will be treated as deemed receipt of material. Material shifting from one route / node to other must be brought to the notice of Employer's team (Partner to ensure generation of E-way bill, as and where required).
9. Partner should plan and send the material requirements at least 15 days in advance with warehouse address. Material Reconciliation is in Partner's scope (format attached), which is on monthly basis, or before next request whichever is earlier and any shortages shall be debited to Partner's account.
10. Supply, Installation & Transportation of Chamber, Route Markers and all type of protection materials like DWC Pipe, GI Pipe, Tiles, PCC, and Clamping etc. wherever it is required is in Partner's scope. Approved vendor list will be shared to the Partner along with the Work Order.
11. Specification of Chamber & Route Marker are as per **Annexure-II**.
12. Chamber to be installed at every 950 mtr to 1000 mtrs with bottom PCC as per Employer guidelines. If required, additional Chamber & Route Marker needs to be installed at both side of crossing & Last Mile Nodes. Route Marker to be installed at every 250 mtr.
13. Fiber loop length allowable in every Hand hole /Loop Chamber (15 to 20 Mtrs.) & Joint Closure MH (Manhole) (20 to 25 Mtrs) will be kept as per **EMPLOYER** guidelines, any excess Fiber loop kept in Hand hole / MH shall be debited to Partner's a/c. At Bridges, Fiber loop length will be followed as per **EMPLOYER** Engineer guidelines. In any case, if **EMPLOYER** specifies for extra length then this length will be considered for material reconciliation, same needs to be approved and recorded in MB Sheet.

14. While execution of works, Partner shall be responsible for Damages to any third party utilities. Partner shall be prepared immediately for restoration and liaison with 3rd Party to avoid the Demand Note, else **EMPLOYER** compelled for necessary restoration & liaison at Partner's Risk & Cost. (Partner need to bring NOC from respective agency).
15. Any penalty/ Demand Note against damages of Authority property such as Road cutting, shoulder damages etc. if any, shall be recovered from Partner. (Partner need to bring NOC from respective authority).
16. During execution of works, Partner's Engineer/Supervisor should be available at all times and needs to closely monitor the works for better quality output.
17. In case of any punch point, NC's (Non-Compliance) observed during AT (Acceptance Test) or before shall be rectified at Partner's own cost. Permissible NC limit – 4 NCs per 100 Kms. beyond which penalties will be applicable.
 - a) Upto 4 NC's - No Penalty;
 - b) 5 - 10 NC's = Rs.25,000/- Per NC;
 - c) Above 10 NC's = Rs.50,000/- Per NC.
18. Scope includes execution of Last Mile Connectivity which are falling on awarded routes. If LMC route is less than 1 Kms, then the same needs to be completed in Ring. Also, Partner needs to prioritize/ complete the Critical Section works like Forest, Railway, Culverts, Bridges, GAS Pipeline crossing and any other major road crossings.
19. Partner to ensure FTR, HoTo (CIVIL, Optical) and Ring Closure of completed Routes with **EMPLOYER** (O&M Team).
20. Any deviation in the technical specification, approval shall be obtained prior to execution the work.
21. Delivery timelines of the Project should be followed strictly as per **EMPLOYER** Work Order or else penalties as specified in Delivery Schedule will be applicable. Timelines will start from the date of Kick-off-meeting or issuance of Work-order, whichever is earlier. Partner needs to mobilize the resources on ground within one week of issuance of Work Order.
22. The route length is subject to change and the final continuous constructed length based on MB (Measurement Book) with chain-age wise Measurement Sheet will be considered for settlement of payment. All such changes shall be given effect via amendment of Work Order.
23. 12 No. of Nodes are in your scope as per Annexure – III, Node Name, Count, Length & Location may be changed and will be finalised with joint survey with Employer, Client & Partner.
24. In case, if Partner leave this contract at any point of time before completion of work, then EMPLOYER shall complete the route according to scope at partner's Risk & Cost.
25. List of sub-vendors, if any, should be submitted to Employers supervising team before start of the work
26. Project plan should be prepared in consultation with circle Project team / Head & needs to be submitted to Project office.
27. Resource plan is must & should be in accordance with agreed project plan to ensure per day output.
28. Any other activities not mentioned / covered explicitly above, but otherwise required for satisfactory completion / operation / safety / statutory / maintenance of the works shall also be covered under the scope of work and has to be completed by the Partner within specified schedule at no extra cost to **EMPLOYER**. All the work shall be executed in accordance with the provision of contract and strictly as per timelines & quality. While executing the jobs, HSE policies & Employer guidelines shall be strictly followed by the Partner.
29. Work Order acceptance copy duly signed & stamped by your authorized signatory within 48 hrs (2 Days) else it shall be deemed that Partner has accepted the Work Order terms & conditions.

30. If the EMPLOYER ask the Partner to blow the cable in the second duct within one year (From the date of HOTO) on the same route, shall be fulfilled and executed by the Partner with separate Work Order @ Rs.10/- Per mtr for Blowing / Pulling of 48F OFC Cable & Rs. 3,000/- for Splicing / Jointing & Termination of 48F OFC.
31. Other general terms and conditions will be as per Agreement No: AMT/OSP/1010, dt. 23/11/2019

Delivery Schedule:-

1. As per above scope, awarded route should be handed over within 25th Feb'2020.
2. If the Partner completes / delays the awarded job as per above timelines, then the following are the Reward and Penalties:
 - a) Completion of work with HoTo as per above timelines: No Penalty; No Reward.
 - b) Completion of work with HoTo before 30 days as per above timelines: Award of Rs. 5/- per mtr.
 - c) Completion of work with HoTo after 30 days as per above timelines: Penalty Rs.10/- per mtr.
 - d) Beyond 30 days, Penalty would be on Pro-rata basis, capping of Rs.25/- Per mtr.

Beyond 90 days from the above delivery schedule date, **EMPLOYER** is having right to terminate the awarded jobs and complete the works with third party and it will be debited to Partner's account.

PAYMENT TERMS:

Tax Invoice should be submitted in two sets of original copies duly certified by EIC and quoting the number of relevant Works Order and date. All the payments will be made by Online Transfer / cheque duly crossed "A/c Payee only". The payments will be made in Indian Rupees as per the following conditions:

- a) After connecting of minimum 6 Nodes subject to FTR (Fiber Test Report), the Partner will be eligible to raise the running bill for a value of 50% of total completed Node Civil Length with GST. **EMPLOYER** will release the payment within 30 days from the date of Invoice.
- b) Balance payment will be done post completion of total work including Handing over Taking over (HOTO) and submission of Final bill. Out of the final payment, 10% amount will be held back as retention, which will be paid after completion of defect liability period (One year from the date of HOTO).
- c) All payment will be released as per the actual work civil length quantity executed at ground and duly certified by the **EMPLOYER** EIC (Engineer In-charge) and after adjusting all dues, recoveries (including material and third party debits). All statutory deductions shall be applicable as per prevailing law in force.
PN: - Partner can raise invoicing only for Underground length.
- e) The retention amount shall be released to the **Partner** only after the expiry of the Defect Liability Period. In case the **Partner** fails to rectify or remedy the defects notified by the **EMPLOYER**, the **EMPLOYER** shall have the right to get this done by the other agents and recover the cost incurred from the retention amount due to the **Partner**, incase this cost is within the value of the retention amount, and if not, the **Partner** shall be liable to pay to **EMPLOYER** the balance amount with all attendant costs including interest as may be worked out by **EMPLOYER**.

Note: All payments will be made after deducting the GST amount. The GST amount will be released only after receipt of GSTR1 acknowledgement copy and its respective credit being reflected in our GSTR2A. GSTR 1 of any particular month should be filed on or before the statutory due date enabling the EMPLOYER to timely claim its ITC. Cost borne by the EMPLOYER on account of delay / Loss of ITC will be recovered from the Vendor. Vendor undertakes to indemnify Employer against all actions, costs, loss of credits and demands arising on employer due to any default/ non-compliance of the vendor under GST Act, rules/ regulations, circulars/ notifications or any other clarification issued thereunder."

Supporting Documents to be submitted against RA Bill

1. Vendor agreement copy.
2. Work Order acceptance copy.
3. Tax Invoice with GST.
4. Partial work completion certificate, such as MB sheet, FTR, TAB and ABD.
5. Running Material Reconciliation.
6. NC closure documents, deviation approval copy if any.

Supporting Documents to be submitted against Final Bill

1. Work Order signed and acknowledged copy.
2. Original Tax Invoice with GST duly signed by Circle Head along with received date & stamp by Employer.
3. Material Reconciliation Statement
4. Recovered BG & NOC from respective Authority.
5. HOTO Certificate
6. As Build Drawings, MB sheet, Final Material Reconciliation statement, OTDR and LSPM Report.
7. IR Compliance Document, if required.
8. NC Closure documents, deviation approval copy if any.
9. Partner to submit NOC from all the sub-vendors, if any, at the time of claiming final payment

Note:

A) Bills should be submitted only between 1st to 18th of the month with the Circle office. Vendor to also ensure that Bills are verified with circle office and must reach to HO Finance within 7 Days of date of receipt by circle office (date of receipt to be affixed on each bill).

B) Bills will be considered to be approved and accepted for payment only when our Principle contractor "DINESH ENGINEERS LIMITED" or its authorized representatives approve the same.

10. Hard copy of Invoice with supporting documents to be submitted to "Dinesh Engineers Limited, DEPL House, Neighborhood Shopping Complex, Sector-4, Nerul West, Navi Mumbai- 400706 Maharashtra".

For AMT Aditya Constructions



Authorized Signatory

Received & Accepted

For SRA Infra Solutions