

## WORK ORDER

**Thermax Engineering Construction Company Ltd.**

Energy House, D-II Block, Plot No. 38 & 39, MIDC Area, Chinchwad, Pune-411 019, INDIA.

Tel.No: +91 20 66126464 Fax: +91 20 67308948 eMail ID: tecc@thermaxindia.com

Corporate Identity Number - U29246MH1991PLC062959

**DAMPEE FABRICATORS & ERECTORS**  
**H.O.304 KUNJAL APPARTMENTS,**  
**NEAR CHAMUNDA MANDIR, JHADASWE**  
**BHARUCH , GUJARAT 392001**

Our Order : 210004108      Order Date : 27-05-2015  
 Amend No : 1      Amend Dt : 12-08-2015  
 Buyer : SUNIL K. BARANWALA  
 Email : sbaranwa@thermaxindia.com  
 Reference : RFQ 200000280 /22.05  
 MOM dtd 18.05.15

TD906

Dear Sir/Madam,

We are pleased to issue this Order for the following items as per the indicated terms. Kindly acknowledge receipt and confirm acceptance of the Order. If no reply to the contrary is received by us within 10 days from date of Order, we shall treat this Order as conditionally accepted by you.

Scope of work/ Description :

Labour Charges towards replacement of SH header & stub of Radiant boiler at RUPL Dahej, Gujarat.

Date of start : 01.05.15

Date of completion : 14.06.15

Amendment 1 is for line no. 2 & 3 Extension date upto 31.08.2015

Pos	Item	Excise	Other Charge	Rev.No.
Quantity	Unit	Service Tax	Amount	DLY Date
Project: P1W290 TL A/C RUPL DJ SHHDR+STUB				
1	SUB-MECH	Mechanical Subcontract (pct)		
		0.00		
100.0000	pct	27500.00 IND	pct	2750000.00 339900.00 0.00 0.00 30-08-15
	SUB-MECH	Mechanical Subcontract (pct)		
		0.00		
100.0000	pct	6000.00 IND	pct	600000.00 74160.00 0.00 0.00 31-08-15
<div style="border: 1px solid black; padding: 5px; margin-top: 10px;">                     Amend 1 - Manpower Hiring Charges towards HRSG 4 Hotspot work balance; as per your quote dt. 21/7/15.                 </div>				
3	SUB-MECH	Mechanical Subcontract (pct)		
		0.00		
100.0000	pct	6000.00 IND	pct	600000.00 74160.00 0.00 0.00 31-08-15
<div style="border: 1px solid black; padding: 5px; margin-top: 10px;">                     Amend 1 - Manpower Hiring Charges towards HRSG 5 Hotspot work balance; as per your quote dt. 21/7/15.                       Extension date upto ; 31/08/2015                 </div>				
Original W.O. Value -		Rs.	27,50,000/-	
This amendment 1 -		Rs.	12,00,000/-	

WORK ORDER

**Thermax Engineering Construction Company Ltd.**

Energy House, D-II Block, Plot No. 38 & 39, MIDC Area, Chinchwad, Pune-411 011, INDIA.

Tel.No: +91 20 66126464 Fax: +91 20 67308948 eMail ID: tec@thermaxindia.com

Corporate Identity Number - U29246MH1991PLC062959

Buy-from BP : ID906      Order: 210004108      Purchase Office: 9906JP GUJARAT      Page No.: 2  
Date: 12-10-15

Pos	Item	Price	Unit.	Line Total	Excise Service Tax	DalmsTax	Other Charge (Amount)	Rev.No. (ELY Date)
-----	------	-------	-------	------------	--------------------	----------	-----------------------	--------------------

Revised amended W.O. Value -- Rs. 39,50,000/-  
All other terms & conditions of our original work order shall remain unchanged

Total Basic Amount	Total Tax	Other Charges	Total Value
3950000.00	553000.00	0.00	4503000.00 IND

(Fourty Five Lakh Three Thousand only)

## WORK ORDER

**Thermax Engineering Construction Company Ltd.**

Energy House, D-II Block, Plot No. 38 & 39, MIDC Area, Chinchwad, Pune-411 019, INDIA.

Tel.No: +91 20 66126464 Fax: +91 20 67308948 eMail ID: [tecc@thermaxindia.com](mailto:tecc@thermaxindia.com)

Corporate Identity Number - U29246MH1991PLC062959

Page No.: 3

Date: 12-10-15

Buy-from BP : TD906

Order: 210004108

Purchase Office: 930GJP GUJARAT

Special Condition :

Vendor's Scope :

Dismantling work should be start from 15th May 2015

All reqd tools, tackles, consumables, Safety items, welding m/c grinding m/c etc

Labour accomodation, food & conveyance.

75 manpower including IBR welders, Fitters, Grinders etc

Side casing & welding after pressure part completion.

TECC scope :

NLT for field joints, IBR formalities, Construction power, insulation & Cladding

Penalty : Rs.2.00 lakhs will be deducted from Dampee, in case the job is not completed within 30 days from the date of handing over for dismantling; due to reasons attributable to Dampee.

1.0 Terms of Payment :

a. 10% contract value shall be paid against mobilisation with required tools, tackles, welding machines, manpower, machinery, etc and completion of formalities like labour accomodation, labour license, workmen compensation policy, gate pass, safety requirements etc. Contractor shall submit an Indemnity Bond for statutory compliance as per TECC format, valid till completion of project + 6 months. Contractor shall also submit workmen compensation insurance policy copy, PF / ESI registration documents alongwith certified original invoice.

b. 80% of contract value shall be released after mechanical completion of work.

c. 10% Retention shall be released after 3 months from the date of successful commissioning of boiler; after above work.

d. You shall submit copy of Workmen Compensation Insurance Policy, Copies of previous months wage sheets; PF paid challan, ESI paid challan, etc of labours engaged by you at our site, alongwith your invoices every time. If you do not submit copies of above documents, then TECC will retain 10% of the invoice amount, towards statutory compliance, at the time of making the payment. This will be released only after your submitting the above documents.

e. Debits, if any, shall be recovered immediately from your next RA bill along with TECC overhead charges as per TECC management discretion.

f. Contractor shall raise invoice after 15th of every month. Payment shall be made after 15 working days upon receipt of the original invoices & Work Completion Certificate (WCC) approved by TECC Site In-charge, in TECC Pune Office. No payment shall be released against faxed invoice copies.

g. Your invoice shall have the main Scope of work / description as mentioned in this work order; as first para. The second para shall have the work done as per W.C.C./ amount claimed and the quantity, unit, rate, etc shall be as mentioned in our order. Service Tax & Gess shall be mentioned / shown seperately in the invoice.

## WORK ORDER

Thermax Engineering Construction Company Ltd.

Energy House, D-II Block, Plot No. 38 & 39, MIDC Area, Chintamani, Pune-411 019, INDIA.

Tel.No: +91 20 66126464 Fax: +91 20 67308948 eMail ID: [trac@thermaxindia.com](mailto:trac@thermaxindia.com)

Corporate Identity Number - U29246MH1991PLC062959

Buy-from BP : TD906

Order: 210004108

Purchase Office: SURGUP GUJARAT

Page No.: 4

Date: 12-10-15

h. The last (final) invoice for a WORK ORDER must contain the following clause:

We hereby certify that this is our final invoice against the above referred WORK ORDER. We confirm there are no outstanding claims or additional costs claimed or to be claimed by us in connection with this WORK ORDER.

c. DD charges, if any, shall be borne by you.

d. Our Income Tax PAN No. is AABCT0243Q.

e. Service Tax, if applicable, shall be paid extra

f. Our Local VAT & CST Registration Nos. in Gujarat are - VAT 24078901667 & CST 24573801667. Please mention Our VAT & CST numbers & your VAT & CST registration numbers on all your invoices, without fail. If not mentioned, your invoice shall be liable for rejection.

g. Invoices shall be submitted in triplicate (2 originals + 1 copy). You shall submit copy of Workmen Compensation Insurance Policy, Copies of previous months wage sheets; PF paid challan, ESI paid challan, etc of labours engaged by you at our site, alongwith your invoices every time. If you do not submit copies of above documents, then TECC will retain 10% of the invoice amount, towards statutory compliance, at the time of making the payment. This will be released only after your submitting the above documents.

h. Your invoice shall have the main Scope of work / description as mentioned in this work order, as first para. The second para shall have the work done as per W.C.C. / amount claimed and the quantity, unit, rate, etc shall be as mentioned in our order. Service Tax & Cess shall be mentioned / shown separately in the invoice.

i. The last (final) invoice for a WORK ORDER must contain the following clause:

We hereby certify that this is our final invoice against the above referred WORK ORDER. We confirm there are no outstanding claims or additional costs claimed or to be claimed by us in connection with this WORK ORDER.

### 2.0 Taxes & Duties :

(a) Tax deducted at source (TDS) as applicable shall be deducted from each invoice submitted by CONTRACTOR.

(b) Service Tax as Applicable shall be paid extra. Contractor shall inform TECC the following :

i) Category of their service (as per your registration);

ii) Registration No.;

iii) ECC / STC No.;

iv) Amount of Service Tax should be shown separately in the bill;

v) Bills to be submitted in triplicate;

vi) Payment of service tax shall be released for only such bills that have full information. For any clarification in this respect, please contact our Finance Dept (Mr Sudhakar Rao - 020-6730-8925).

(c) Special Notes for Invoicing and payment of Service tax:

Service Tax invoice shall mean Original tax paying document i.e. invoice/bill.

CONTRACTOR shall submit to TECC original Invoice / Bill for invoicing and Payment of Service Tax; CONTRACTOR shall submit to TECC original Invoice / Bill for services rendered so as to enable TECC to avail Service tax input credit. If service provider fails to do so, the service tax component of invoice/bill shall not be paid.

CONTRACTOR shall provide Invoice / Bill prepared in accordance with Rule 5 of Service Tax Credit Rules, 2002 incorporating the relevant information as required under Rule 5(1) of Service Tax

## WORK ORDER

**Thermax Engineering Construction Company Ltd.**

Energy House, D-II Block, Plot No. 38 & 39, MIDC Area, Chinchwad, Pune-411 019, INDIA.

Tel.No: +91 20 66126464 Fax: +91 20 67308948 eMail ID: tecc@thermaxindia.com

Corporate Identity Number - U29246MH1991PLC062959

Page No.: 5

Buy-from BP : TD906

Order: 210004108

Purchase Office: 930GJP GUJARAT

Date: 12-10-15

Credit Rules, 2002 to enable TECC to avail Service tax input credits. Each invoice / bill should be signed and shall contain the following:

A) The invoice / bill raised must sign and shall contain the following points to become valid document.

- i) Pre-printed / computer generated / typed Serial No. and date
- ii) Date of issue.
- iii) Name, Address & Service Tax Registration no. of service provider.
- iv) Name and address of person /company receiving taxable service.
- v) Description and classification of the services provided.
- vi) Value of the taxable service provided.
- vii) Service Tax amount payable thereon as applicable.
- viii) Education Cess as applicable should be shown separately.
- ix) ~~Higher and secondary Higher Education Cess) as applicable on it should be shown separately.~~
- x) Bill should be raised from the office registered under Service Tax provision.
- xi) If abatement from value of service is service is applicable/claimed, then bill should contain relevant service tax Notification No. and date and Relevant declaration, if any for the same.
- xii) Copy of ST registration certificate (one time requirement) Payment to Service providers invoice shall be made only after verifying the certificate of service tax, Registration no.

B) The service tax will be reimbursed provisionally and if no proof of having deposited with the Government is shown within one month, the same shall be deducted from the pending bills.

C) CONTRACTOR shall ensure that the following are clearly mentioned in the excise invoices:

Service Tax @.....% (Rupees.....(in words) = Rs.....)

Education Cess @ 2% (Rupees.....(in words) = Rs.....)

Higher and secondary education cess @ 1% (Rupees...(in words) = Rs.....)

D) In case the Service Tax and cess amount are not indicated in words separately, the same shall be treated as defective invoices as TECC is unable to avail cenvat of the entire amount involved in the said invoices.

Provided that the Service Provider shall not be entitled to recover any additional Service Tax or any other tax applicable on the consideration due to the Service Provider, if the invoice / supplementary invoice raised by the Service Provider for such additional Service Tax is ineligible for being claimed as input tax credit by the Service Recipient on account of provisions of Rule 9 (1) (bb) of CENVAT Credit Rules, 2004 or any other similar provision in any other similar legislation.

You will have to provide us with copies of challans/returns of Service tax/ VMT/WCT WPI etc. paid by you of previous month, every month alongwith your invoice and/or twice during financial year Apr-Sept & Oct-Mar. At our discretion, we may ask for a Certificate from your Chartered Accountant & shall send you the format at an Appropriate time alongwith our request letter. Non production of this certificate / required documents may delay your payments, which please note.

### 3.0 SAFETY & LABOUR LAWS COMPLIANCE :

3.1 You shall ensure compliance to all Safety Norms, Policies, Rules and Guidelines & all Labour & Industrial Laws including Contract Labour (R&A) Act, Workmen Compensation Act & such

## WORK ORDER

**Thermax Engineering Construction Company Ltd.**

Energy House, D-II Block, Plot No. 38 & 39, MIDC Area, Chinchwad, Pune-411 019, INDIA.

Tel.No: +91 20 66126464 Fax: +91 20 67308948 eMail ID: tecc@thermaxindia.com

Corporate Identity Number - U29246MH1991PLC062959

Page No.: 6

Buy-from BP : TD906

Order: 210004108

Purchase Office: BOMBAY SURAT

Date: 12-10-15

other Acts and Statutes as may be applicable in respect of your employees directly or indirectly hired by your firm/company in connection with the work to be executed vide this work order. You shall get registered wherever statutorily required & comply with such requirements as specified in relevant acts/rules/scheme.

TECC / its Group Companies shall in no way be responsible for any consequential damages arising out of non compliance / violation of such safety and labour laws (rules & regulations); which shall be sole responsibility of you / your firm / your company.

All consequential damages arising out of violation / non compliance to prevalent Safety and labour laws / rules and regulations shall be at your risk and cost.

### 3.2 SAFETY & PENALTY :

A copy of TECC Safety Manual (HSE Guide Lines for Contractor / Sub-contractor) given to Contractor; who has read & understood the safety requirements & penalties for safety violations. Contractor shall adhere to the same.

Contractor shall appoint a safety officer to ensure that all above requirements are fully taken care. There will be no compromise on safety aspects.

If Contractor fails to take care of safety aspects as defined above, then TECC shall implement the same and cost of same shall be recovered from the contractor.

Any serious injury to site personnel due to lapses in safety will call for heavy penalties as mentioned in our Standard Operating Procedure (SOP). In case of any fatality; penalties as follows shall be recovered from the Contractor :-

Order value upto Rs.100 Lac & above	: Rs.5.00 Lakhs/fatality.
Order value between Rs.40 Lakh & Rs.100 Lakhs	: 5% of contract value/fatality.
Order value less than Rs.40 Lakh	: Rs.2.00 Lakh/fatality.

### 3.3. STATUTORY REQUIREMENTS :

Contractor shall comply with all labour & industrial laws including Contract Labour (Regulations & Abolition Act 1970), Labour Licence, Provident Fund, Family Pension Scheme, Minimum wages Act, Workmen Compensation Act, Deposit Linked Insurance Act, Medical & such other acts and statutes as may be applicable, in respect of his employees employed by him in connection with the work of TECC. The Contractor shall get himself registered wherever statutorily required & comply with such requirements as specified in relevant acts/rules/scheme. In no way TECC shall be responsible for Contractor employees.

### 4.0 LIQUIDATED DAMAGES / PENALTY :

In the event of delay in completion of the entire work as per agreed schedule, for reasons attributable to the Contractor, the contractor shall be liable to pay to TECC a penalty at the rate of 0.5% per week of delay, subject to a maximum of 5% of the total contract price. Such penalty, if becomes payable by the contractor shall be deducted by TECC out of the bills of the payment due to the contractor under this contract.

## WORK ORDER

**Thermax Engineering Construction Company Ltd.**

Energy House, D-II Block, Plot No. 38 & 39, MIDC Area, Chinchwad, Pune-411 019, INDIA.

Tel.No: +91 20 66126464 Fax: +91 20 67308948 eMail ID: tecc@thermaxindia.com

Corporate Identity Number - U29246MH1991PLC062959

Page No.: 7

Date: 12-10-15

Buy-from BP : TD906

Order: 210004108

Purchase Office: 930GJP GUJARAT

### 5.0 TERMINATION FOR DEFAULT :

Notwithstanding any other provisions of this Contract, CONTRACTOR shall be considered in default of its contractual obligations under this Contract if it:

- a. Performs work which fails to conform to the requirements of this Contract;
- b. Fails to meet the Contract Schedule or fails to make progress so as to endanger performance of this Contract;
- c. Abandons or refuses to proceed with any of the Work, including modifications directed pursuant to the General Condition titled CHANGES;
- d. Fails to fulfill any of the terms of this Contract;
- e. Fails to provide adequate assurance of Contractor's future performance in accordance with the terms and conditions of this Contract, within the time specified in the following paragraph, in response to demand by TECC in the event that an order for relief in bankruptcy is entered with respect to CONTRACTOR or CONTRACTOR becomes insolvent or makes a general assignment for the benefit of creditors. TECC shall be the sole judge of the adequacy of said assurance; or
- f. Inform their willingness to withdraw from site due to their own problems.

Upon the occurrence of any of the foregoing, TECC shall notify CONTRACTOR in writing of the nature of the failure and of TECC's intention to terminate the Contract for default. If CONTRACTOR does not cure such failure within Three (3) calendar days from receipt of notification, or sooner if safety to persons is involved, or if CONTRACTOR fails to provide satisfactory evidence that such default will be corrected, TECC may, by written notice to CONTRACTOR and notice to Contractor's sureties, if any, terminate in whole or in part Contractor's right to proceed with the Work and TECC may prosecute the Work to completion by contract or by other method deemed expedient. TECC may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by CONTRACTOR and necessary to complete the Work.

CONTRACTOR shall be liable for all costs in excess of the Contract Price for such terminated work, reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any subcontract awarded to others for completion.

TECC shall at its discretion invoke contractors ABG / PBG, if contractor fails to conform to the requirements of this Contract.

Upon termination for default, CONTRACTOR shall:

- a. Immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts for materials, services, rental agreements or facilities with respect to the extent that they relate to the performance of the terminated work;
- b. Inventory, maintain and handover to TECC all materials, plant, tools, equipment, and property furnished by CONTRACTOR or provided by TECC or CUSTOMER for performance of the terminated contract;
- c. Promptly obtain cancellation upon terms satisfactory to TECC of all purchase orders, Subcontractors, rentals, labour payments or any other agreements existing for performance of the terminated work or assign those agreements as directed by TECC;
- d. Co operate with TECC and CUSTOMER in the transfer of information and deposition of work in progress so as to mitigate damages;
- e. Comply with other reasonable requests from TECC and CUSTOMER regarding the terminated work;
- f. Continue to perform in accordance with all the terms and conditions of this Contract such portion of the Work that is not terminated.

**WORK ORDER**

**Thermax Engineering Construction Company Intl.**  
Energy House, D-II Block, Plot No. 38 & 39, MENC Area, Chinchwad, Pune-411 019, INDIA.  
Tel.No: +91 20 66126464 Fax: +91 20 67308948 email ID: tecc@thermaxindia.com  
Corporate Identity Number - U29246MH1991ELI1062019

Buy-from BP : TD806 Order: 210004168 Purchase Office: 9100JP-GUMBAT Page No.: 08 Date: 12-10-15

g. Contractor shall obtain the certification from TECC site incharge for the completed work and submit the bills accordingly. Any disputes related to the completed work shall be settled in TECC HO.; and  
h. On termination, contractor shall submit the NOC from his subcontractors, vendors and up to date labour paid wage register to TECC, before final payments including retention payment is released to contractor.

**6.0 FORCE MAJEURE :**

In the event of stoppage of work due to any strike / lockout or acts of God or any other unforeseen contingencies we reserve the right to cancel and / or modify the Purchase Order with no liability for any compensation and / or interest of any description.

**7.0 JURISDICTION :**

Any difference / dispute arising out of this contract shall be subject to the jurisdiction at Pune Court, Maharashtra.

**8.0 SECRECY :**

The documents, drawings, information, etc being given alongwith our order is purely for the use of execution of the job & these remain to be property of Thermax. Any mis use of these data, if established, will be liable for prosecution.

**9.0 GENERAL :**

- a. You shall be fully responsible for your labours employed at our site, for payment of their PF, ESI, Bonus, retrenchment benefit, Medical, Insurance, Lodging, Boarding, Conveyance etc. TECC will not be responsible for your manpower employed at our site for whatsoever reason.
- b. Mr. Sunil K. Baranwala is the Construction Manager for this project. In case you need any information, Please contact him on Phone (020) 6730 8924 / Cell 99890218417 & e-mail : sbaranwa@thermaxindia.com
- c. Mr. Guna Shekharan is our Site Engineer for this project & his Cell No. is 99924723359

Please always mention our Order and Project No. in all your bills & other correspondence.

PAN No : AABCT0243Q  
VAT TIN No : 24073901667  
CST TIN No : 24573901667  
Service Tax No : AABCT0243QST001

Printed on: 12-10-2015 09:58 by: sramache

This is Electronically Generated Document hence, no Signature required.  
PO Electronically Approved by : sramache and svemuri