



## THERMAX ENGINEERING CONSTRUCTION CO. LTD

ENERGY HOUSE, D-II BLOCK, PLOT NO. 38 & 39, M.I.D.C. AREA, CHINCHWAD,  
PUNE 411 019. □ TEL.: +91 20 6612 6464 (BOARD) □ FAX : +91 20 6730 8948  
E-mail : tecc@thermaxindia.com □ PAN NO. : AABCT0243Q  
Customer Care : 18002090115 (India Toll Free)



**TECC/ RUPL-E&I/ LOA/ NM/ 05/ 13-14.**  
**May 05, 2014.**

**M/s Dampee Fabricators & Erectors**  
**H.O.304, Kunjal Apartment,**  
**Near Chamunda Mandir,**  
**Jhadaswer Road, Bharuch – 392 001**  
**Gujarat.**

**Kind Attn: Mr. D.P Singh & Mr. Santosh Singh**

**Sub: Letter of Award for Installation & Dismantling of Scaffolding work with required materials such as Pipes, Clamps, Grating, tools and Manpower for boiler Stack (2 nos.) CEMS E&I work at our M/s. RUPL, Dahej, (Gujarat State).**

**Ref: Your Quotation Dated on 23.04.2014 and MOM between M/s Thermax ECC Ltd. and M/s Dampee Fabricators dtd. 30.04.2014.**

**Dear Sirs,**

With reference to above, we are pleased to release this **Letter of Award** for Installation & Dismantling of Scaffolding work for 2 nos. of HRSG boiler stack for CEMS E&I work, At our M/s. RUPL, Dahej. (Gujarat State). For a total lump sum Value Rs. 10,20,000/- (Rupees: Ten Lakhs Twenty Thousand Only.)

**TABLE – I**

Sr. No.	Description	Unit	Qty. / Unit (A)	Unit Rate (B)	Duration (C)	Total Amount (D=AxB)
1	Installation and Dismantling work with required material such as Pipes , Clamps , Grating , Tools and Manpower	HRSG Unit#1 & Unit#2 Stack	2	5,10,000/- for each unit	05.05.14 to 30.05.14	10,20,000/-

The terms & conditions of Scaffolding work shall be as given below –

**1. Price:** As per Table – I

2. **Period:** Completion of Work from dt. 05.05.2014 to 30.05.2014.
3. **Delivery:** Immediate
4. **Billing & Payment:**
  - a) 90% progressive against TECC site certified work completion which payment has to be made within a period of 15 Days from the date of receipt of invoice along with last latest Wage register ,PF copy, Workmen compensation Policy copy ,Pan card and Service tax paid challan copy) at Pune office.
  - b) 10% retention will be paid after 90days.
5. **Duties & Taxes:** 12.36 % Service Tax as applicable. Pls mention our Gujarat State TIN No: 24073901667 on the invoice, if not mentioned your invoice shall be liable to reject.
6. **Octroi:** Extra, If Applicable. Proof to be submitted.
7. **Freight:** Both Way Transportation Charges in your Scope. Vehicle shall be arranged by M/s. Dampee Fabricators and Erectors.
8. **Indemnity Clause:** Dampee Fabricators shall take care of their materials and any shortages or damages to material, TECC shall not be responsible for same.
9. **Remark :** You shall raise the bill on M/s.Thermax Engineering Construction Co. Ltd., Energy House, Plot No. 38 & 39, D-II Block, MIDC Area, Chinch wad, Pune - 411 019.
10. **LIQUIDATED DAMAGES / PENALTY:** In the event of delay in scaffolding work as per agreed schedule, for reasons attributable to the vendor, the vendor 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 the Vendor shall be deducted by TECC out of the bills of the payment due to the Vendor under this contract.
11. **FORCE MAJEURE CLAUSE:** In the event of any strike / lockout or acts of God or any other unforeseen contingencies we reserve the right to cancel and / or modify the Purchase Order without liability for any compensation and / or claim of any description.

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

**13.** Qty. Mentioned in Annexure are indicative only; Order can be amended based on the actual usage of materials & manpower duly signed by our site incharge.

**14.** All PPE such as safety shoes, Full Body Harness, Safety helmet, goggles etc shall be arranged by Vendor.

**15.** Charges for PPE, Fooding, Transportation & local conveyance, Drinking water & accommodation of staff & labor will be in contractor scope.

**16.** Contractor must carry out gate pass formalities and will arrange documents required for the same.

**17.** Contractor must obtain the workmen compensation policy for their labours.

**18.** Contractor shall depute Competent Supervisor and take all required Safety and Height work permit on every day.

**19.** Safety as per TECC and RUPL policy.

Kindly arrange to supply and apply of above items as per the dates mentioned above; failing which LD shall be applicable.

You are requested to sign and send back the duplicate copy of this LOA & in token of your acceptance of our terms & conditions immediately.

Thanking you,

Yours faithfully,

**For THERMAX ENGINEERING CONSTRUCTION CO LTD.,**

N.Menon  
Divisional Manager

