

# M/S FRIENDS ENGINEERING (MECH. CONTRACTOR)



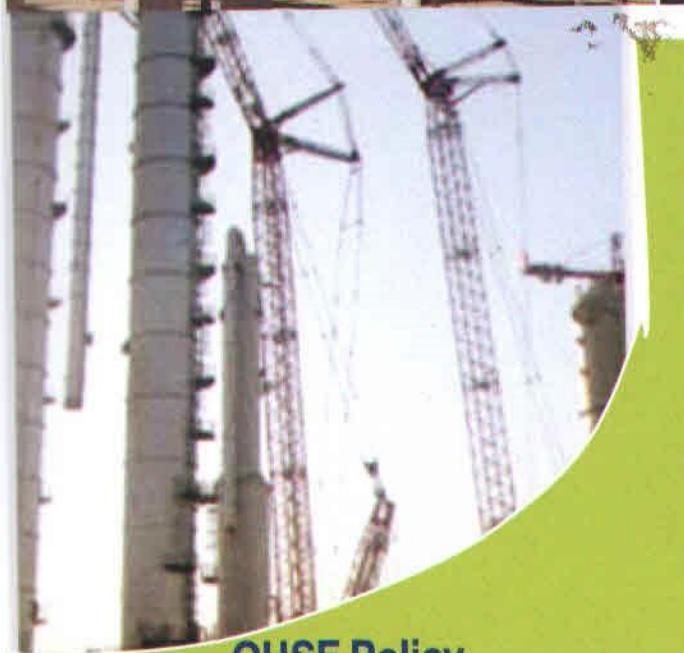


## INTRODUCTION

**M/s FRIENDS ENGINEERING** is owned and managed by a team of well experienced professional engineers dealing with all kinds of contracts for mechanical works.

**M/s FRIENDS ENGINEERING** was established in the year 2018 **Mr. JITENDRA SWAIN** is the proprietor of this firm and is well known as contractor in the industrial sector. As **PROPRIETOR** has completed so many works in Mech.engineering projects, Housing colonies and Industrial buildings etc.

**M/s.FRIENDS ENGINEERNIG** has completed many projects such as housing colonies, A-class residences, buildings, Infrastructure works, sheet works in the industries FE has registered with the Govt. organisation as a Company.



## QHSE Policy

FEAt Quality, Health, Safety & Environmental concerns are integral to its business in the field of Civil & Mech. Works. In pursuit of the above **ABS** is committed to: The Comply with all applicable legal and other requirements connected with Quality, Occupational Health, Safety & Environmental matters. The Create awareness on Quality, Occupational Health, Safety & Environment by training and effective communication of the QHSE policy to employees and other stake holders. TheContinual Improvement in Quality, Occupational Health, Safety and Environmental performance. Prevent pollution through planned objectives and targets. The Continuous prevention of pollution, injuries and ill health through planned objectives and targets. The Provide utmost quality products and services to attain customer satisfaction

## A SOCIALLY RESPONSIBLE ORGANIZATION.

FE is an innovative team creating value and attaining bench marks. It fosters a culture of caring, trust and continuous learning while fulfilling expectation of all stake holders.

We add value by:

Training and building technical and general management skills.

Project management solutions. Sustainable social development. Helping less fortunate people in the society. Participate in national disaster recovery efforts. Putting special focus on environmental prevention safety and health.

## Services Offered

FE is committed to provide its high quality services in the following fields:

We provide all types of construction works. Our management and teams work in accordance with the client's requirements and try to complete all the projects through its cost effective ideas, high quality and optimum utilization of resources.

Our scope includes:

**Structural fabrication**

**Piping**

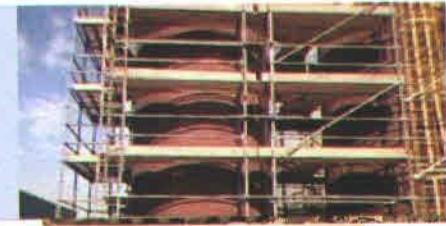
**Equipments**

**Fabrication**

**Errection**

**Structural Errection**

**Piping Errection**



## MESSAGE

Welcoming to **FE** We are proud of many great projects we have built. & it has a history of responsible business conduct. We strongly believe that real business success. Our corporate strategy reflects our commitment to sustainable business practices and balancing responsibility alongside growth & productivity.

I would like to take this opportunity to pledge that I & **FE** team will endeavor to devote our full efforts to exceed our customers' expectations & fully satisfy their needs and requirements.

Thank you.

**Mr. JITENDRA SWAIN**

## QUALITY POLICY STATEMENT.

Meet and exceed specified Engineering standards, complete within allotted time, comply with safety requirements and satisfy customer's needs.

### Mission Statement.

Our mission is to provide Active, Value Added services to customers without compromising on quality

### Vision:

**FE**'s Vision becomes a bench mark civil contractor in Building, Roads, and Industries like Food, Chemical, and real estate developer.

### Mission:

**FE**'s mission to offer work with high quality standards with in given time line.

### Values:

**FE** strictly follow the value;

- ▣ Punctuality
- ▣ Commitment with job
- ▣ Honesty
- ▣ Trust
- ▣ Courage
- ▣ Respect

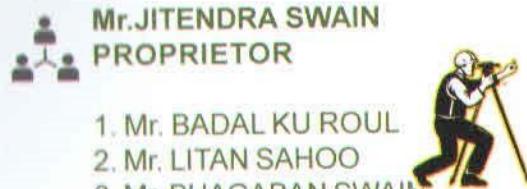


# M/s. FRIENDS ENGINEERING

## RESOURCES.

The firm has its own office at Kakatpur, Kandarpur, Dist-Puri, Odisha. The office is well equipped with manpower and other equipments to cover the requirements, which are necessary for the office.

### MANAGEMENT & FIELD STAFF



#### Mr.JITENDRA SWAIN PROPRIETOR

1. Mr. BADAL KU ROUL
2. Mr. LITAN SAHOO
3. Mr. BHAGABAN SWAIN
4. Mr. BENUDHAR MALLICK
5. Mr. SURYAKANTA KHATOI
6. Mr. RABINDRA SAHOO
7. Mr. MANOJ BARAL
8. Mr. DIBYAYOTI MOHAPATRA
9. Mr. JYOTI RANJAN MOHANTY
10. Mr. JAGANNATH MAHALIK

### COMPANY INFORMATION

Name of the Unit : M/s FRIENDS ENGINEERING

Company Status : Active

Contact Person : Mr. JITENDRA SWAIN

Contact : 9938495742/ 9090739198

Office functioning : Offie:- Plot No.368,Kakatpur  
Kandarpur, Odisha-752108

Establishment : 2017

Working projects : Mech. & Civil Works

Transaction : HDFC KUJANG  
Jagatsinghpur, Odisha

Pan

EPF

ESIC

GSTN

: AAJFF6585C

: ORBBS2716555000

: 44000371720000699

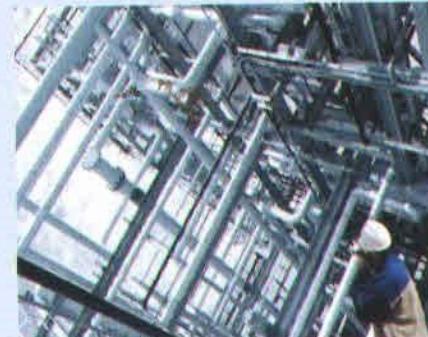
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### FINANCIAL RATIO

SL.NO.	JOB	FINANCIAL YEAR	TURN OVER
01.	Mech	2023-2024	Rs.63.40 Lakhs
02.	-do-	2022-2023	Rs. 62.56 Lakhs

### Work in Progress



Contact NO.9938495742 / 9090739198 Email :friendsengg1985@yahoo.com

## MAN POWER RESOURCES

### Management Staff

Sl.No.	Category	No.
1	Project Manager	1
2	Site Incharge	3
3	Quality Incharge	1
4	Safety Incharge	1
5	Planning Incharge	2
6	Quaity Control Engineer	2
7	QA/QC Supervisor	4
8	Execution Supervisor	2
9	Rigger Foreman	2
10	Safety Supervisor	3
11	Administratioin	3
12	Store Incharge	2
13	Stopre Keeper	3
14.	Material Chaser	4
<b>Total</b>		<b>33</b>

### Technicians

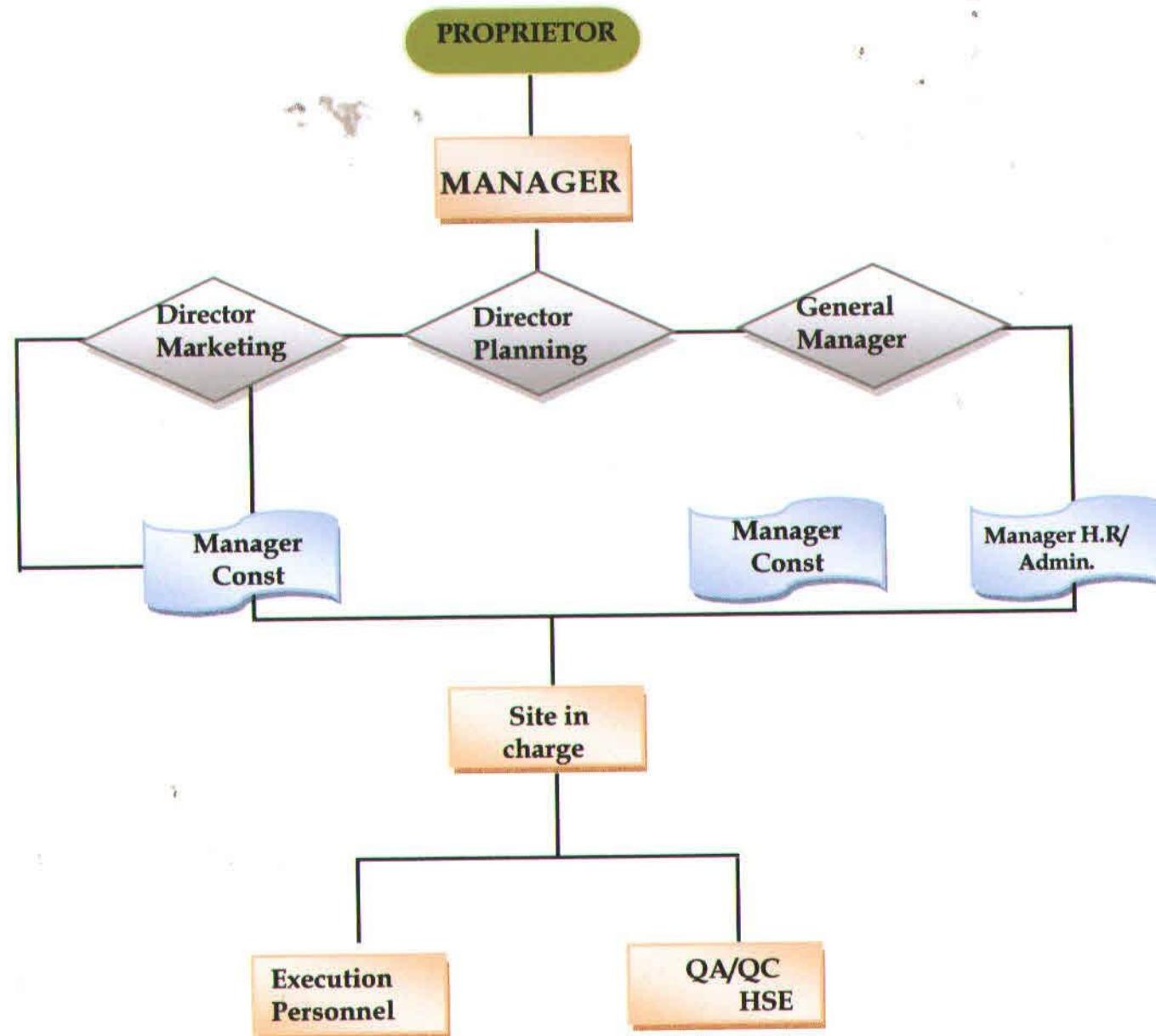
Sl.No.	Category	No.
1	Fabricator	3
2	Fitter	09
3	Welder	12
4	Grinder	11
5	Gas Cutter	06
6	Rigger	60
7	Khalasi	15
8	Driller	2
9	Electrician	4
10	Driver	6
11	Unskilled	70
<b>Total</b>		<b>198</b>

## EQUIPMENT RESOURCES

Sl.No.	Category	UOM	Quantity
1	Hydra Farana 15 MT	Nos	02
2	D.G.Set 82 KVA	Nos	02
3	D.G.Set 125 KVA	Nos	02
4	Trailer	Nos	01
5	Tractor with trolley	Nos	02
6	Welding machine	Nos	30
7	Grinding Machine(AG-7)	Nos	12
8	Grinding Machine(AG-5)	Nos	08
9	Grinding Machine(AG-4)	Nos	04
10	Grinding Machine(FF-2)	Nos	02
11	Magnetic Drill Machine	Nos	02
12	Hand Drill Machine	Nos	02
13	Fitter Tools	Set	15
14	Welder Tools	Set	15
15	Welding Cable	Mtr	500

Sl.No.	Category	UOM	Quantity
16	Cutting Set	Nos	08
17	Pug Cutting set	Nos	07
18	Spanner set 6 to 32D Ring	Set	22
19	Hammering Spanner set upto 60 Size	Nos	09
20	Tongue Wrench (200-1000NM)	Nos	05
21	Chain Pulley Block	Nos	22
22	Cabine Oven 500 Deg	Nos	04
23	Portable Oven 250 Deg	Nos	28
24	Oxygen Regulator	Nos	15
25	DA Regulator	Nos	15
26	Flash Back arrestor	Nos	20
27	Oxygen & DA Shacles 1-50 Mtr	Nos	20
			18

## ORGANISATION CHART



## COMPANY'S DOCUMENTS

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

**AAJFF6585C**

नाम / Name

**FRIENDS ENGINEERING**

निगमन/गठन की तारीख

Date of Incorporation/Formation

27/02/2024



08032024



## Government of India

### Form GST REG-06

[See Rule 10(1)]

### Registration Certificate

Registration Number : 21AAJFF6585C1ZK

1.	Legal Name	FRIENDS ENGINEERING			
2.	Trade Name, if any	FRIENDS ENGINEERING			
3.	Additional trade names, if any				
4.	Constitution of Business	Partnership			
5.	Address of Principal Place of Business	<b>Floor No.:</b> PLOT NO- 275/362 <b>Building No./Flat No.:</b> KHATIYAN NO-181/30 <b>Name Of Premises/Building:</b> JHIMANI <b>Road/Street:</b> NIHARUNI <b>Locality/Sub Locality:</b> Rangiagarh <b>City/Town/Village:</b> Paradip <b>District:</b> Jagatsinghpur <b>State:</b> Odisha <b>PIN Code:</b> 754141			
6.	Date of Liability	24/05/2024			
7.	Period of Validity	From	24/05/2024	To	Not Applicable
8.	Type of Registration	Regular 			
9.	Particulars of Approving				

#### Signature

Signature Not Verified  
Digitally signed by DS GOODS AND  
SERVICES TAX NETWORK 07  
Date: 2024.07.11 00:47:18 IST

Name	
Designation	
Jurisdictional Office	
Date of issue of Certificate	11/07/2024

Note: The registration certificate is required to be prominently displayed at all places of business in the State.

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on 11/07/2024 .



EMPLOYEES' PROVIDENT FUND

(A statutory Body under the Ministry of Labour and Employment,  
www.eptindia.gov.in

PROVIDENT FUND CODE NUMBER INTIMATION

Date 21/07/2022

No. 10001008579BBS

To

JITENDRA SWAIN

Proprietor

M/S FRIENDS ENGINEERING

Plot No-368/847 Kandalpur, Po-kakatpur

Kandalpur PURI

ODISHA - 752108

Sub: Allotment of Code Number to establishment M/s M/S FRIENDS ENGINEERING under Employees' Provident Fund and  
Miscellaneous Provisions Act, 1952-regarding

Sir/Madam,

Based on the information submitted online by you your establishment is registered with Employees' Provident Fund  
organisation with the following code number

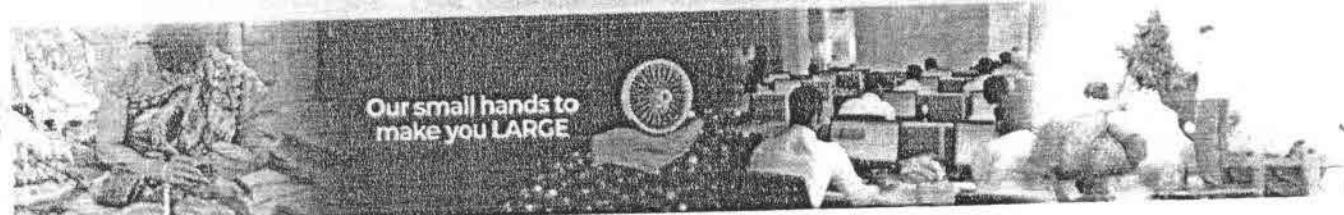
Code Number : ORBBS2716555000

This code number is allotted based on the following declarations by you:

1. Name of Establishment	M/S FRIENDS ENGINEERING
2. PAN of Establishment	CCZPS9499G
3. Date on which employment strength crossed 10	08/07/2022
4. Section under which	0000001(4)
5. Primary Activity	OTHERS
6. Ownership Type	Proprietorship Firm
7. The address proof of the establishment is	- Any license/certificate/number issued by any Govt



## UDYAM REGISTRATION CERTIFICATE



UDYAM REGISTRATION NUMBER

UDYAM-QD-26-0009589

NAME OF ENTERPRISE

M/S FRIENDS ENGINEERING

TYPE OF ENTERPRISE \*

MICRO (Based on FY 2020-21)

MAJOR ACTIVITY

SERVICES

SOCIAL CATEGORY OF  
ENTREPRENEUR

GENERAL

NAME OF UNIT(S)

S.No.	Name of Unit(s)			
1	M/S FRIENDS ENGINEERING			
Flat/Door/Block No.	PLOT NO-368/847	Name of Premises/ Building	KANDALPUR	
Village/Town	KANDALPUR	Block	KAKATPUR	
Road/Street/Lane	KAKATPUR	City	KAKATPUR	
State	ODISHA	District	PURI , Pin 752108	
Mobile	9938495742	Email:	friendsengg1985@yahoo.com	

OFFICIAL ADDRESS OF ENTERPRISE

DATE OF INCORPORATION/  
REGISTRATION OF ENTERPRISE

08/07/2022

DATE OF COMMENCEMENT OF  
PRODUCTION/BUSINESS

08/07/2022

NATIONAL INDUSTRY  
CLASSIFICATION CODE(S)

S.No.	NIC 2 Digit	NIC 4 Digit	NIC 5 Digit	Activity
1	25 - Manufacture of fabricated metal products, except machinery and equipment	2599 - Manufacture of other fabricated metal products n.e.c.	25999 - Manufacture of other fabricated metal products n.e.c.	Manufacturing
2	43 - Specialized construction activities	4329 - Other construction installations	43299 - Other construction projects n.e.c.	Manufacturing

DATE OF UDYAM REGISTRATION

13/07/2022

In case of graduation (upward/reverse) of status of an enterprise, the benefit of the Government Schemes will be availed as per the provisions of Notification No. S.O. 2119(E) dated 26.06.2020 issued by the M/s MSME.

*Disclaimer: This is a computer generated document; no signature required. Printed from [msmechampions.gov.in](http://msmechampions.gov.in) on 13/07/2022.*

For any assistance, you may contact:

1. District Industries Centre: PURI (ODISHA)

2. MSME-DEO: CUTTACK (ODISHA)





**DIRECTORATE OF LABOUR, ODISHA**  
**FORM VI**  
[See Rule 25(1)]  
**OFFICE OF THE REGISTERING OFFICER**

**CERTIFICATE OF LICENCE**

Licence No : **JAG/R&A/2023/015982**

Date : **11/07/2023**

**Fees : Rs. 2000.00**

**Security Deposit : Rs. 15000.00**

Licence is hereby granted to **Friends Engineering,prop- Jitendra Swain**, Place: **At-kandalpur,post-kakatpur,ps-kakatpur,pin-752108**, Dist: **Puri** under section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 subject to the condition specified in Annexure to execute the work of **MECHANICAL,MANPOWER SUPPLY,BLASTING,PAINTING,SHITTING,PROJECT & ALL TYPES OF MECHANICAL WORKS** under the Principal Employer **PARADEEP PHOSPHATES LIMITED.**

1. The Licence shall remain in force till Dt. **10/07/2024**

Digitally signed by **BABA ANANDA RANJAN DAS**  
Date: 2023.07.11 17:38:10 IST

*Licensing Officer -cum-  
District Labour Officer, Jagatsinghpur*

Sl. No	Date of Renewal	Renewal (Rule 29) fee paid for renewal	Date of Expiry

**NOTE**

- (i) This is a digitally signed electronically generated certificate and therefore needs no ink-signed signature.
- (ii) This certificate is issued as per section 4, 5 & 6 of IT Act 2000 and its subsequent amendments in 2008.
- (iii) For verification, visit <https://paresham-labour.odisha.gov.in>
- (iv) Tampering of this certificate will attract penal action.

# WORK ORDER



## WORK ORDER

**Regd. Office:**  
 Bayan Bhavan PT Jawaharlal Nehru Marg ,Bhubaneswar 751001  
**Tel No :** 0674-2393931 **Fax :** 91-674-2398631/2391669  
**CST Reg. No.:** 21371300177 **ECC :** AABCP3276DXM001  
**TIN :** 30981204245 **PAN :** AABCP3276D  
**CIN :** L24129OR1981PLC001020 **website:** www.paradeephosphates.com  
**TAN:** BLRZ11011A

Order No. : 4900001669	Date : 16.08.2023
Buyer : Chittaranjan R	
Enq.No.: _____	Date: _____
Qtn. Ref: _____	Dated: _____
Indentor: _____	_____
Indent Ref : 1600002786	Contractor : 812226
_____	

**To,**  
**FRINEDS ENGINEERING**  
**KANDALPUR KAKATPUR PURI 752108 Orissa India**  
 Phone No. : 9938495742 Extn. :  
 Fax : E-mail : friendsengg1985@gmail.com  
**GSTIN :** 21CCZPS9499G2ZG

**Please Delivery To,**  
**PPL - Central Stores**  
**Paradeep Phosphates Ltd.**  
**PPL Township - 754145 Paradeep**  
**Orissa INDIA**

**Buyer Details:**  
**Tel No:** 067222259600  
**Ph No:** 7377592409  
**EMail:** croutray@adventz.com  
**GSTIN :** 21AABCP3276D1ZW

Sl. No.	Job Description	Quantity/ Unit	Rate/ Qty.	P&F	Discount	CGST	SGST/ UTGST	IGST	Total Amount (INR)
1	SAP-D & TG-4 material identification/ins								
1. 1	Container material removal & storage SAC - ( )  Tax : CGST 9% + SGST 9% - Input Cr Container inside material removal & storage after inspection	400.000 MT	1,075.00	0.00	0.00	38,700.00	38,700.00	0.00	507,400.00
1. 2	Manhole/flange opening as per ARC SAC - ( )  Tax : CGST 9% + SGST 9% - Input Cr Manhole/flange opening & box up of different sizes	1.000 LS	70,000.00	0.00	0.00	6,300.00	6,300.00	0.00	82,600.00

**Amount in words:** Rs FIVE LAKH NINETY THOUSAND ONLY 590,000.00

**Payment Terms :****Remarks:**

Sub: Identification & inspection of SAP-D container inside material & other equipment.

**Ref:**

- 1) Our e-mail enquiry dated 03/08/2023.
- 2) Your initial offer dated 04/08/2023 and your final offer dated 14/08/2023.
- 3) Various discussion with you till date.

**Terms & conditions:**

Requirement: We have received 37 closed containers for SAP-D & TG-4 project from Dunkrik & Cotonou. We need to identify the materials in micro level in order to access the future procurement of left out materials. Some of the equipment/spares inspection and dimension measurement is required and the results are to be submitted to DEC/PMC. In addition to containers, we have also received heat exchangers, acid towers, IBR vessels and other equipment which are also to be opened for our internal inspection.

Your Scope of work: All containers inside material needs to be taken outside for proper identification/inspection & again stored back inside the container. Vessel manholes are to be opened for internal inspection & dimension measurement and box up of manhole after completion of the job. All tools, tackles, hydra, machineries, manpower shall in your scope.

Container inside material removal & storage after inspection

Total weight of material- approx. 400 MT

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited



# Paradeep Phosphates Limited

## WORK ORDER



Order No. : 4900001669

Date : 16.08.2023

Manhole/flange opening & box up of different sizes # 1 LS

PPL Contact person: Mr. Goutam Swain (DGM # Projects)

Contractual completion period: As per Proj. Dept. requirement

Payment Terms: 100% within 15 days of receipt of certified bills.

### A. GENERAL TERMS AND CONDITIONS OF CONTRACT:

#### 1.0 GENERAL

- i. Following terms & conditions stipulating responsibilities and obligations on the part of the Contractor while executing the work under his scope, form an integral part of all the Work Orders/Contracts issued, except those that are specifically and explicitly mentioned otherwise in the Work Order/Contract.
- ii. This Work Order/Contract along with all Annexure, Appendices when properly signed for by the authorized signatory will be the only document, which will be recognized as binding. No other terms signed by the party in quoting or acknowledging this work order/contract shall be binding upon PPL.

#### 2.0 STATUTORY

2.1 It is the sole responsibility of the Contractor to comply with all the provisions and fulfill all the statutory obligations under various status applicable from time to time. These would include the following and any other statute enactments of Govt. of Orissa or Govt. of India and rules made there under issued from time to time.

- Contract Labour (R&A) Act & Conditions of Service.
- Payment of Wages /minimum wages Act and rules framed there under,
- The Provident Fund & Miscellaneous Provision Act
- The Payment of Bonus Act
- The ESI Act
- The Workmen Compensation Act.
- Payment of Gratuity Act
- Industrial Dispute Act & other statue under various labour law applicable from time to time.
- GST registration.

2.2 It is the responsibility of the Contractor to obtain the required license from the Labour Department and to ensure its validity during the entire tenure of the contract. PPL will issue required forms for this purpose as per provisions under C.L (R&A) Act Odisha rule made there under.

2.3 PPL is an Integrated Management System (IMS) Certified (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018) Company & follows all applicable Rules, Regulations & Procedures required for IMS. As a working partner of PPL, the Service Provider shall adhere to IMS Policy of PPL on Quality, Safety, Health & Environment (SHE). The relevant policies can be seen at our website [www.paradeepphosphates.com](http://www.paradeepphosphates.com).

#### 3.0 DIRECT EMPLOYER

- 3.1 The Contractor shall not engage children below 18 years, aged, disabled or handicapped contract workmen.
- 3.2 None of the contract workmen/Union or any agency engaged by the party shall have the right to demand provision of continuous work or stake any claim for absorption on the permanent rolls of the company.

#### 3.3 Sub-Contract:

- The Contractor shall not engage any sub-contractor for executing the work under his scope without PPL's written approval/authorization.
- The Party and the sub-contractor shall be severally and jointly responsible for fulfilling all their obligations stipulated in the contract.

#### 4.0 SUPERVISION

4.1 The Contractor shall provide full time proper and adequate supervision over all the contract workmen engaged for the works carried out under his scope.

4.2 It is the responsibility of the party to ensure that the contract workmen engaged by him comply with all the rules and regulations in vogue at the factory, follow the discipline & decorum, working hours, shift timings and safety practices as stipulated from time to time, by PPL, and are liable for search and frisking at the entry gate.

4.3 It shall be the responsibility of the party to ensure safety & safe working of his contract workmen and for safety of PPL's equipment and property and that of the 3rd party within the factory premises. Party shall at his cost provide all the necessary safety

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited



# Paradeep Phosphates Limited

## WORK ORDER



Order No. : 4900001669

Date : 16.08.2023

gear/appliances of ISI marked to all contract workmen engaged by him for executing the work under his scope.

### 5.0 INDEMNITY

5.1 The Contractor shall indemnify PPL and keep indemnified against all damages, claims by his contract workmen, Unions, Government, Statutory authorities, 3rd parties or anybody else for damages/losses suffered by them arising out of acts of omissions/commissions by himself, his authorized supervisor or his contract workmen or for any contraventions of statutory provisions and non-discharge of the statutory obligations during the course of execution of the work under his scope.

5.2 In case PPL is made to discharge any of these liabilities or any other obligation on behalf of the party, the same shall be recovered from the Security Deposit/ Outstanding Bills of the party without any reference to him.

### 6.0 MATERIAL ISSUED BY PPL

6.1 It is the responsibility of the Contractor to collect the materials issued by PPL from the designated storage and transports the same to the work execution site at his cost. For handling hazardous materials, MSDS needs to be maintained & followed properly.

6.2 The party shall keep proper records of issues and consumption of all such materials and shall submit weekly reconciliation statement to the concerned PPL authority.

6.3 Any surplus material or rejected/scrap should be returned to the designated storage/scrap yard by the party. It is the responsibility of the party to keep the working site clean & tidy.

6.4 Any loss or excess consumption beyond the stipulated limits shall be recovered from party's bills.

### 7.0 DOCUMENTS/DRAWINGS

All the technical documents handed over to the party by PPL or their consultants or other party or generated by him in connection with the execution of this contract shall be the property of PPL. None of them shall be passed on to any other person without the consent of PPL.

### 8.0 TOOLS & TACKLES

It shall be the responsibility of the party to arrange all the tools, tackles & safety appliance required for execution of the contract.

### 9.0 WORK PROGRESS & COMPLETION

9.1. The party shall submit the daily progress & completion reports of the job along with daily attendance of men-power deployed for certification / verification by the concerned PPL's authority. Without these approved reports progressive bills will not be accepted.

9.2. The Work Order/Contract is non-exclusive and may be awarded in part to anybody else at PPL's discretion.

9.3. The party shall maintain measurement books and registers as stipulated.

9.4. Quantities of any items of work may be increased/decreased/deleted or a new item may be incorporated in the scope. For increase/decrease / deletion, pro-rated price will be applicable and for new item a stipulated or mutually agreed price would be fixed up.

### 10.0 CANCELLATION/TERMINATION

10.1 In case of unsatisfactory performance, the work order will be cancelled on one-month notice period.

10.2 In case of any indiscipline, forgery/fraudulent, criminal cases, illegal activities including threatening, non-compliance of statutory provisions, the work order may be cancelled without any prior notice. Wherever required the same will be followed by appropriate legal actions and blacklisting.

### 11.0 FORCE MAJEURE

If at any time during the continuance of this contract either party is unable to perform any of the obligations under this understanding in whole or in part, because of war, hostility, Civil commotion, acts of God & acts of Govt., fires, floods, explosions, epidemics, breakdown of plant & machinery, strikes, lockouts, shortage of raw material or any other act beyond the control of either party then the date of fulfillment of any such commitment shall be postponed during the time, such circumstances are in operation.

If operation of such circumstances exceeds 3 (three) months, either party shall have the right to refuse further performance under this contract.

The party which is unable to perform its part of obligation must within 7 (seven) days of occurrence of any of the causes mentioned in this clause inform in writing to the other party of the existence or termination or the circumstances preventing the performance of this contract.

### 12.0 DISPUTE RESOLUTION

For Domestic Contracts/Agreements:

Amicable Settlement: Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited



# Paradeep Phosphates Limited

## WORK ORDER

adventz

Order No. : 4900001669

Date : 16.08.2023

other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either part to an Arbitrator.

Arbitration: #Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as per the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and Rules framed thereunder, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

### 12.01 DISPUTE RESOLUTION

For International Contracts/Agreements:

Amicable Settlement: Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either part to an Arbitrator.

Arbitration: #Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as per the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and Rules framed thereunder, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

### 13.0 JURISDICTION OF COURT

The Civil Courts of Bhubaneswar & High Court of Orissa shall have the sole & exclusive jurisdiction for adjudication of dispute.

### B. GENERAL SAFETY TERMS & CONDITIONS:

#### 1.1 SAFETY WORK PERMIT

Safety work permit system to be followed up strictly. Job has to be executed by taking "Job authorizing slip" from permiter by the party

#### 2.0 PERSONAL PROTECTION EQUIPMENTS

2.1 Safety apparel and equipments like Helmet, safety belt, gloves, face shields, goggles etc. approved by BIS. shall be provided to workmen as the nature of work warrants.

#### 3.0 WORKING AT SITE

3.1 All work areas shall be kept reasonably clear for easy movement of men and materials. Approach roads shall be reasonably free for easy movement of vehicles. All open trenches, pits and other excavations shall have suitable enclosures and shall be properly identified with caution board and adequately illuminated during the night.

3.2 Temporary water lines shall be so routed as to avoid road crossings and wherever necessary, shall be laid underground, temporary water storage tanks built for construction use shall be properly fenced, wherever necessary.

3.3 Party shall not allow use of structure or equipment erected or under erection on which lifting or tying tackles, ropes impose load which the structures or equipment are not designed to carry safely.

3.4 The performance of the contract in any manner endanger safety or unlawfully interfere with the convenience of other people.

3.5 Party shall ensure that all the supervisors, workmen, welder and electricians, drivers follow the rules and instructions displayed on the board.

#### 4.0 WORKING AT HEIGHT

4.1 Working at height i.e. above 2 meters, wearing of full body harness (double lanyard) is mandatory.

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited



# Paradeep Phosphates Limited

## WORK ORDER



Order No. : 4900001669

Date : 16.08.2023

4.2 Workmen working at unsafe elevations, party must provide temporary structures and supports such as scaffolding, ladders, walkways, etc. which shall be adequately strong with adequate passage for safe use. Workmen shall be properly instructed to take necessary precautions and observe safe practices to prevent accidental fall. Safety belts/ life lines shall be used wherever necessary.  
4.3 Before deploying new workers at site the party should assess their health condition viz. the person having Epilepsy/ high blood pressure problem should not be deployed in height work.

### 5.0 SAFETY FOR ELECTRICAL CONTRACTS

5.1 The Contractor to ensure the temporary electrical sub-station, equipment, switch gear, cables & wires lighting, etc. should be installed in accordance with standard electrical practice and should have prior sanction and approval from concerned authorities.  
5.2 Temporary cables and wires, including welding cables, water lines should be so routed as not to clutter the work areas and should be high enough not to hinder movement of men, material and vehicles.  
5.3 Temporary substations, equipment, switch gear, rectifiers and distribution boards shall be adequately enclosed, duly protected against rain water, suitably earthed properly identified with 'CAUTION BOARDS'. All joints in the temporary wires and cables should be properly insulated.  
5.4 All supervisors, workmen, welder and electricians, drivers, vehicles engaged in the work shall possess necessary and valid license/certificate/permit to carry out such work.  
5.5 No electric cables in use shall be disturbed and No work must be carried out on any live equipment without prior permission of our engineer.

### 6.0 TOOLS AND TACKLES

6.1 The Contractor shall ensure that all erection/testing equipment, tools, tackles, apparatus and materials are in good working condition with valid test certificates, fit for the purpose of which they are employed and are calibrated time to time.

### 7.0 PENALTY

7.1 The Contractor shall comply with the laws, statutory rules, and regulations etc. The party shall obtain all necessary permits/approval from the HSE department, local governing body, police and other concerned authorities as may be required under law.  
7.2 In case of violation to safety measures, PPL reserves the right to ban the business/black list the party for award of contracts in future without prejudice to the right to take legal action as may be considered deemed fit.  
7.3 Safety Violation Memo (SVM) can be issued where violation of safety rule has been observed resulting into unsafe condition and/or unsafe act, such as;

- Not following SOP
- Non-use of recommended PPEs
- Working without a valid Safety Work permit. (in case applicable)
- Unauthorized driving of vehicle, material handling equipment, crane etc.
- Not adhering to the condition stipulated in the Safety work permit.
- Bypassing/inactivating safety interlocks/safety devices/guards without prior written approval.
- Carrying out acts which can lead to a potential accident.
- Creating unsafe conditions.

1st SVM      Penalty of 5,000 to be deducted from the running account/final bill

2nd SVM      Penalty of 20,000 to be deducted from the running account/final bill

3rd SVM      Based on severity of the safety violation, punishment as deemed fit shall be decided by committee. Minimum 50,000 to be deducted from running account/final bill.

4th SVM      Contract will be terminated.

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited



## WORK ORDER - VALUE CONTRACT

Regd. Office:  
 Bayan Bhavan, PT Jawaharlal Nehru Marg  
 ,Bhubaneswar, Bhubaneswar, 751001  
 Tel No : 0674-2393931, Fax : 91-674-2398631/2391669  
 CST Reg. No.:21371300177, ECC :AABCP3276DXM001  
 TIN No. : 21371300177, PAN No. :AABCP3276D  
 CIN :L24129OR1981PLC001020,

Order No. : 5500006152 Date : 05.04.2023  
 Buyer : Chittaranjan R  
 Enq.No. : Date: EA No:  
 Qtn. Ref : Dated:  
 Indentor :  
 Indent Ref : 1600002525 Contractor : 812226

To:  
 FRIENDS ENGINEERING  
 , KANDALPUR KAKATPUR, ,,, PURI, 752108, Orissa,  
 INDIA  
 GSTIN :21CCZPS9499G2ZG  
 Phone No. :9938495742, Extn. :  
 Fax : , E-mail :friendsengg1985@gmail.com

Please Deliver To,  
 PPL - Common Maintenance Plant  
 Paradeep Phosphates Ltd.,  
 PPL Township,PARADEEP, 143001,INDIA  
 GSTIN :21AABCP3276D1ZW

Valid From: 05.04.2023

Valid To: 31.05.2023

Contract Target Value-INR. 284,547.00 (TWO LAKH EIGHTY FOUR THOUSAND FIVE HUNDRED FORTY  
 SEVEN ONLY)

Sl. No.	Job Description	Quantity/ Unit	Rate	Discount
<b>1 A-STREAM HRS CANDLE FILTER REPLACEMENT</b>				
1. 1	CANDLES REMOVAL & FIXING. SAC - ( )	33.000 EA	7,120.00	
Tax : CGST 9% + SGST 9% - Input Cr				
1. 2	MAHOLES OPENING & BOX UP-850NB SAC - ( )	6.000 EA	2,295.00	
Tax : CGST 9% + SGST 9% - Input Cr				
1. 3	MAHOLES OPENING & BOX UP-1150 NB SAC - ( )	2.000 EA	2,976.00	
Tax : CGST 9% + SGST 9% - Input Cr				
1. 4	FILTER CLEANING TANK & PUMP ARRANGEMENTS SAC - ( )	33.000 NO	905.00	
Tax : CGST 9% + SGST 9% - Input Cr				

## A. GENERAL TERMS AND CONDITIONS OF CONTRACT:

## 1.0 GENERAL

- Following terms & conditions stipulating responsibilities and obligations on the part of the Contractor while executing the work under his scope, form an integral part of all the Work Orders/Contracts issued, except those that are specifically and explicitly mentioned otherwise in the Work Order/Contract.
- This Work Order/Contract along with all Annexure, Appendices when properly signed for by the authorized signatory will be the only document, which will be recognized as binding. No other terms signed by the party in quoting or acknowledging this work order/contract shall be binding upon PPL.

## 2.0 STATUTORY

2.1 It is the sole responsibility of the Contractor to comply with all the provisions and fulfill all the statutory obligations under various status applicable from time to time. These would include the following and any other statute enactments of Govt. of Orissa or Govt. of India and rules made there under issued from time to time.

- Contract Labour (R&A) Act & Conditions of Service.
- Payment of Wages /minimum wages Act and rules framed there under,
- The Provident Fund & Miscellaneous Provision Act

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

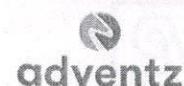
Designation

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



- The Payment of Bonus Act
- The ESI Act
- The Workmen Compensation Act.
- Payment of Gratuity Act
- Industrial Dispute Act & other statute under various labour law applicable from time to time.
- GST registration.

2.2 It is the responsibility of the Contractor to obtain the required license from the Labour Department and to ensure its validity during the entire tenure of the contract. PPL will issue required forms for this purpose as per provisions under C.L (R&A) Act Odisha rule made there under.

2.3 PPL is an Integrated Management System (IMS) Certified (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018) Company & follows all applicable Rules, Regulations & Procedures required for IMS. As a working partner of PPL, the Service Provider shall adhere to IMS Policy of PPL on Quality, Safety, Health & Environment (SHE). The relevant policies can be seen at our website [www.paradeepphosphates.com](http://www.paradeepphosphates.com).

### 3.0 DIRECT EMPLOYER

- 3.1 The Contractor shall not engage children below 18 years, aged, disabled or handicapped contract workmen.
- 3.2 None of the contract workmen/Union or any agency engaged by the party shall have the right to demand provision of continuous work or stake any claim for absorption on the permanent rolls of the company.
- 3.3 Sub-Contract:
  - The Contractor shall not engage any sub-contractor for executing the work under his scope without PPL's written approval/authorization.
  - The Party and the sub-contractor shall be severally and jointly responsible for fulfilling all their obligations stipulated in the contract.

### 4.0 SUPERVISION

- 4.1 The Contractor shall provide full time proper and adequate supervision over all the contract workmen engaged for the works carried out under his scope.
- 4.2 It is the responsibility of the party to ensure that the contract workmen engaged by him comply with all the rules and regulations in vogue at the factory, follow the discipline & decorum, working hours, shift timings and safety practices as stipulated from time to time, by PPL, and are liable for search and frisking at the entry gate.
- 4.3 It shall be the responsibility of the party to ensure safety & safe working of his contract workmen and for safety of PPL's equipment and property and that of the 3rd party within the factory premises. Party shall at his cost provide all the necessary safety gear/appliances of ISI marked to all contract workmen engaged by him for executing the work under his scope.

### 5.0 INDEMNITY

- 5.1 The Contractor shall indemnify PPL and keep indemnified against all damages, claims by his contract workmen, Unions, Government, Statutory authorities, 3rd parties or anybody else for damages/losses suffered by them arising out of acts of omissions/commissions by himself, his authorized supervisor or his contract workmen or for any contraventions of statutory provisions and non-discharge of the statutory obligations during the course of execution of the work under his scope.
- 5.2 In case PPL is made to discharge any of these liabilities or any other obligation on behalf of the party, the same shall be recovered from the Security Deposit/ Outstanding Bills of the party without any reference to him.

### 6.0 MATERIAL ISSUED BY PPL

- 6.1 It is the responsibility of the Contractor to collect the materials issued by PPL from the designated storage and transports the same to the work execution site at his cost. For handling hazardous materials, MSDS needs to be maintained & followed properly.
- 6.2 The party shall keep proper records of issues and consumption of all such materials and shall submit weekly reconciliation statement to the concerned PPL authority.
- 6.3 Any surplus material or rejected/scrap should be returned to the designated storage/scrap yard by the party. It is the responsibility of the party to keep the working site clean & tidy.
- 6.4 Any loss or excess consumption beyond the stipulated limits shall be recovered from party's bills.

### 7.0 DOCUMENTS/DRAWINGS

All the technical documents handed over to the party by PPL or their consultants or other party or generated by him in connection with the execution of this contract shall be the property of PPL. None of them shall be passed on to any other person without the consent of

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



PPL.

### 8.0 TOOLS & TACKLES

It shall be the responsibility of the party to arrange all the tools, tackles & safety appliance required for execution of the contract.

### 9.0 WORK PROGRESS & COMPLETION

- 9.1. The party shall submit the daily progress & completion reports of the job along with daily attendance of men-power deployed for certification / verification by the concerned PPL's authority. Without these approved reports progressive bills will not be accepted.
- 9.2. The Work Order/Contract is non-exclusive and may be awarded in part to anybody else at PPL's discretion.
- 9.3. The party shall maintain measurement books and registers as stipulated.
- 9.4. Quantities of any items of work may be increased/decreased/deleted or a new item may be incorporated in the scope. For increase/decrease / deletion, pro-rated price will be applicable and for new item a stipulated or mutually agreed price would be fixed up.

### 10.0 CANCELLATION/TERMINATION

10.1 In case of unsatisfactory performance, the work order will be cancelled on one-month notice period.

10.2 In case of any indiscipline, forgery/fraudulent, criminal cases, illegal activities including threatening, non-compliance of statutory provisions, the work order may be cancelled without any prior notice. Wherever required the same will be followed by appropriate legal actions and blacklisting.

### 11.0 FORCE MAJEURE

If at any time during the continuance of this contract either party is unable to perform any of the obligations under this understanding in whole or in part, because of war, hostility, Civil commotion, acts of God & acts of Govt., fires, floods, explosions, epidemics, breakdown of plant & machinery, strikes, lockouts, shortage of raw material or any other act beyond the control of either party then the date of fulfillment of any such commitment shall be postponed during the time, such circumstances are in operation.

If operation of such circumstances exceeds 3 (three) months, either party shall have the right to refuse further performance under this contract.

The party which is unable to perform its part of obligation must within 7 (seven) days of occurrence of any of the causes mentioned in this clause inform in writing to the other party of the existence or termination or the circumstances preventing the performance of this contract.

### 12.0 DISPUTE RESOLUTION

#### For Domestic Contracts/Agreements:

Amicable Settlement: Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either party to an Arbitrator.

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### 12.01 DISPUTE RESOLUTION

#### For International Contracts/Agreements:

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I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either part to an Arbitrator.

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#### 3.0 WORKING AT SITE

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3.5 Party shall ensure that all the supervisors, workmen, welder and electricians, drivers follow the rules and instructions displayed on the board.

#### 4.0 WORKING AT HEIGHT

4.1 Working at height i.e. above 2 meters, wearing of full body harness (double lanyard) is mandatory.

4.2 Workmen working at unsafe elevations, party must provide temporary structures and supports such as scaffolding, ladders, walkways, etc. which shall be adequately strong with adequate passage for safe use. Workmen shall be properly instructed to take necessary precautions and observe safe practices to prevent accidental fall. Safety belts/ life lines shall be used wherever necessary.

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5.1 The Contractor to ensure the temporary electrical sub-station, equipment, switch gear, cables & wires lighting, etc. should be installed in accordance with standard electrical practice and should have prior sanction and approval from concerned authorities.

5.2 Temporary cables and wires, including welding cables, water lines should be so routed as not to clutter the work areas and should be high enough not to hinder movement of men, material and vehicles.

5.3 Temporary substations, equipment, switch gear, rectifiers and distribution boards shall be adequately enclosed, duly protected against rain water, suitably earthed properly identified with 'CAUTION BOARDS'. All joints in the temporary wires and cables should be properly insulated.

5.4 All supervisors, workmen, welder and electricians, drivers, vehicles engaged in the work shall possess necessary and valid license/certificate/permit to carry out such work.

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



5.5 No electric cables in use shall be disturbed and No work must be carried out on any live equipment without prior permission of our engineer.

### 6.0 TOOLS AND TACKLES

6.1 The Contractor shall ensure that all erection/testing equipment, tools, tackles, apparatus and materials are in good working condition with valid test certificates, fit for the purpose of which they are employed and are calibrated time to time.

### 7.0 PENALTY

7.1 The Contractor shall comply with the laws, statutory rules, and regulations etc. The party shall obtain all necessary permits/approval from the HSE department, local governing body, police and other concerned authorities as may be required under law.

7.2 In case of violation to safety measures, PPL reserves the right to ban the business/black list the party for award of contracts in future without prejudice to the right to take legal action as may be considered deemed fit.

7.3 Safety Violation Memo (SVM) can be issued where violation of safety rule has been observed resulting into unsafe condition and/or unsafe act, such as;

- Not following SOP
- Non-use of recommended PPEs
- Working without a valid Safety Work permit. (in case applicable)
- Unauthorized driving of vehicle, material handling equipment, crane etc.
- Not adhering to the condition stipulated in the Safety work permit.
- Bypassing/inactivating safety interlocks/safety devices/guards without prior written approval.
- Carrying out acts which can lead to a potential accident.
- Creating unsafe conditions.

1st SVM Penalty of 5,000 to be deducted from the running account/final bill

2nd SVM Penalty of 20,000 to be deducted from the running account/final bill

3rd SVM Based on severity of the safety violation, punishment as deemed fit shall be decided by committee. Minimum 50,000 to be deducted from running account/final bill.

4th SVM Contract will be terminated.

### Payment Terms :

OTHERS --- SERVICES

### Remarks:

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Sub: SAP-C stream new clean pit tank fabrication, erection & commissioning.

Reference:

- 1) Our e-mail enquiry dated 09/03/2023.
- 2) Your e-mail offer dated 11/03/2023.
- 3) Your final price vide e-mail dated 21/03/2023.
- 4) Various discussion with you till date.

Scope of work:

Your Scope:

Agency shall be acquainted & understand fully all the listed jobs. The Motto will be doing all the jobs in right way, in right time & in safe manner.

Agency's scope:

- 33 nos. of HRS mist eliminators with drain pipes to be removed from the tower & kept on the stand for inspection.
- Tower Inspection man way & Cross ventilation inspection manhole opening.
- 4 nos tube sheet drain pipe to be removed & de-choking to be done. If required pipe replacement/repairing to be done as per inspection.
- Gas torch heating/cutting required for drain pipe removal is in party's scope.
- Repairing/replacement of drain pipe is in party's scope. No separate payment shall be processed.
- All ventilation and Lighting requirements for Job execution.
- Stands are to be shifted near HRS tower for keeping candles in hanging condition & is in party's scope.
- After removal, candles are to be placed upon bed made by party for cleaning & after cleaning, candles are to be placed upon stand for drying/inspection.
- Shifting of candle filters from one place to another for safe keeping if required is in party's scope.
- Candle filter cleaning with fresh water & alkaline arrangements is in party's scope.
- Hydra used to carry out the job is in party's scope. No separate bill shall be processed.
- Alkali cleaning arrangement's like tank, pump shifting with tank, pump functional arrangements are in party's scope if required.

Payment shall be processed accordingly.

- Hydra used for alkali cleaning of mist eliminator's as per production requirements is party's scope. No separate payment shall be processed.
- Minor repairing jobs of candle filter's, drain pipes, tube sheet or any repairing jobs related to the above jobs are in party's scope.
- All Candle filters shall be placed upon / hanged from cleaned tube sheets with new gaskets.
- Utmost care shall be taken for handling during Dismantling & erection, so that no damage occurs to filter body or fiber wool in any way.
- Closely gapped structural pipe or structural Leveled bed/stand preparation at suitable location as per Job Engineer's instruction shall be in scope of Party.
- Job is to be carried out round the clock basis till completion of the job.
- All necessary tools & tackles shall be arranged by the Party.
- Crane positioning & Counterweight shifting from central workshop or from other site inside the plant required for crane operation is in party's scope. No extra claim for shifting of counterweight for this mentioned job shall not be processed.
- After job completion party has to shift the counterweights to central workshop.
- Party will be held completely responsible for any Collateral damage due to bad workmanship and / or carelessness.
- Completion Period of the job is 08 days.
- Materials required for the job shall be brought from General Store for Execution by the Party by own arrangement.
- Agency shall deploy skilled manpower, safety officer & dedicated supervisor.
- Agency shall arrange all required PPS'S at their cost only.
- All lifting tools & tackle's shall be inspected by competent person & same shall be checked by PPL safety officer & job engineer In-charge.
- Scrap disposal shall be done as per PPL Scrap Disposal Policy

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



### PPL Scope

- i) PPL will issue SWP and site clearance for carrying out the job.
- ii) Water and power at single suitable location. Subsequent distribution shall be in your scope.

### Safety:

- a) The jobs require people to use all required good quality PPE. Scope of supply of Safety PPE shall be to the scope of Party.
- b) The lifting tools & tackles and material handling equipment to be used for this job should have load testing certificates from competent as per factory rule.
- c) Any mishap / near miss mishaps will be viewed seriously by PPL & award of work is liable to be cancelled with heavy penalty in proportionate to the damage to property & personnel. PPL decision regarding this is final and binding.
- d) Party will abide all safety rules & regulations of PPL, for which Party shall collect all relevant Safety rules & regulations from Safety department & execute the jobs accordingly.

**COMPLETION PERIOD:** Within 8 days including Sunday and holidays from the time of hand over of site & equipment.

### Liquidated Damages (LD):

In the event, of your failure to complete the activity / job as per approved planned schedule / mile stone, LD @ 0.5% per week to maximum 5% of total order value shall be recovered from your bills for the reasons attributable to you only. Zero date shall start from the date of site hand over for LD calculation.

**Payment Terms:** 95% at the end of 15 days of submission of certified RA bill along with requisite statutory documents as required. Balance 5% shall be released after completion of Defect Liability Period (DLP).

**Defect Liability Period (DLP):** DLP is 6 months from the date of successful hand over of site and date of certification of final bill against poor workmanship and use of defective materials.

PPL Contact person for site visit : Mr. L N Sarangi (SAP Mech. Maint.).

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Regd. Office: Bayan Bhavan, PT Jawaharlal Nehru Marg ,Bhubaneswar, Bhubaneswar, 751001 Tel No : 0674-2393931, Fax : 91-674-2398631/2391669 CST Reg. No.:21371300177, ECC :AABCP3276DXM001 TIN No. :21371300177, PAN No.:AABCP3276D CIN :L24129OR1981PLC001020,	Order No. : 5500006478	Date : 10.07.2023
	Buyer : Chittaranjan R	
	Enq.No. : Qtn. Ref :	Date: Dated:
	Indentor :	
	Indent Ref : 1600002691	Contractor : 812226
To: FRIENDS ENGINEERING , KANDALPUR KAKATPUR, „, PURI, 752108, Orissa, INDIA GSTIN :21CCZPS9499G2ZG Phone No. :9938495742, Extn. : Fax : , E-mail :friendsengg1985@gmail.com	Please Deliver To, PPL - Central Stores Paradeep Phosphates Ltd., PPL Township,PARADEEP, 754145,INDIA GSTIN :21AABCP3276D1ZW	

Valid From: 03.07.2023 Valid To: 02.09.2023

Contract Target Value-INR. 230,000.00 (TWO LAKH THIRTY THOUSAND ONLY)

Sl. NO.	Job Description	Quantity/ Unit	Rate	Discount
1	HIRING OF FARANA/HYDRA 15T - NEW PAP			
1. 1	Hiring charges of 15 MT Farana crane SAC - ( )	2.000 MON	115,000.00	
	Tax : CGST 9% + SGST 9% - Input Cr			
1. 2	Overtime above 10 Hrs. per day SAC - ( )	0.000 HR	442.31	
	Tax : CGST 9% + SGST 9% - Input Cr			

### A. GENERAL TERMS AND CONDITIONS OF CONTRACT:

#### 1.0 GENERAL

i. Following terms & conditions stipulating responsibilities and obligations on the part of the Contractor while executing the work under his scope, form an integral part of all the Work Orders/Contracts issued, except those that are specifically and explicitly mentioned otherwise in the Work Order/Contract.

ii. This Work Order/Contract along with all Annexure, Appendices when properly signed for by the authorized signatory will be the only document, which will be recognized as binding. No other terms signed by the party in quoting or acknowledging this work order/contract shall be binding upon PPL.

#### 2.0 STATUTORY

2.1 It is the sole responsibility of the Contractor to comply with all the provisions and fulfill all the statutory obligations under various status applicable from time to time. These would include the following and any other statute enactments of Govt. of Orissa or Govt. of India and rules made there under issued from time to time.

- Contract Labour (R&A) Act & Conditions of Service.
- Payment of Wages /minimum wages Act and rules framed there under,
- The Provident Fund & Miscellaneous Provision Act
- The Payment of Bonus Act
- The ESI Act
- The Workmen Compensation Act.
- Payment of Gratuity Act
- Industrial Dispute Act & other statue under various labour law applicable from time to time.
- GST registration.

2.2 It is the responsibility of the Contractor to obtain the required license from the Labour Department and to ensure its validity during the entire tenure of the contract. PPL will issue required forms for this purpose as per provisions under C.L (R&A) Act Odisha rule made there under.

2.3 PPL is an Integrated Management System (IMS) Certified (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018) Company & follows

I have read all terms & conditions and this contract is hereby accepted.		For Paradeep Phosphates Limited	
Date	Signature	Designation	Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



all applicable Rules, Regulations & Procedures required for IMS. As a working partner of PPL, the Service Provider shall adhere to IMS Policy of PPL on Quality, Safety, Health & Environment (SHE). The relevant policies can be seen at our website [www.paradeepphosphates.com](http://www.paradeepphosphates.com).

### 3.0 DIRECT EMPLOYER

- 3.1 The Contractor shall not engage children below 18 years, aged, disabled or handicapped contract workmen.
- 3.2 None of the contract workmen/Union or any agency engaged by the party shall have the right to demand provision of continuous work or stake any claim for absorption on the permanent rolls of the company.
- 3.3 Sub-Contract:
  - The Contractor shall not engage any sub-contractor for executing the work under his scope without PPL's written approval/authorization.
  - The Party and the sub-contractor shall be severally and jointly responsible for fulfilling all their obligations stipulated in the contract.

### 4.0 SUPERVISION

- 4.1 The Contractor shall provide full time proper and adequate supervision over all the contract workmen engaged for the works carried out under his scope.
- 4.2 It is the responsibility of the party to ensure that the contract workmen engaged by him comply with all the rules and regulations in vogue at the factory, follow the discipline & decorum, working hours, shift timings and safety practices as stipulated from time to time, by PPL, and are liable for search and frisking at the entry gate.
- 4.3 It shall be the responsibility of the party to ensure safety & safe working of his contract workmen and for safety of PPL's equipment and property and that of the 3rd party within the factory premises. Party shall at his cost provide all the necessary safety gear/appliances of ISI marked to all contract workmen engaged by him for executing the work under his scope.

### 5.0 INDEMNITY

- 5.1 The Contractor shall indemnify PPL and keep indemnified against all damages, claims by his contract workmen, Unions, Government, Statutory authorities, 3rd parties or anybody else for damages/losses suffered by them arising out of acts of omissions/commissions by himself, his authorized supervisor or his contract workmen or for any contraventions of statutory provisions and non-discharge of the statutory obligations during the course of execution of the work under his scope.
- 5.2 In case PPL is made to discharge any of these liabilities or any other obligation on behalf of the party, the same shall be recovered from the Security Deposit/ Outstanding Bills of the party without any reference to him.

### 6.0 MATERIAL ISSUED BY PPL

- 6.1 It is the responsibility of the Contractor to collect the materials issued by PPL from the designated storage and transports the same to the work execution site at his cost. For handling hazardous materials, MSDS needs to be maintained & followed properly.
- 6.2 The party shall keep proper records of issues and consumption of all such materials and shall submit weekly reconciliation statement to the concerned PPL authority.
- 6.3 Any surplus material or rejected/scrap should be returned to the designated storage/scrap yard by the party. It is the responsibility of the party to keep the working site clean & tidy.
- 6.4 Any loss or excess consumption beyond the stipulated limits shall be recovered from party's bills.

### 7.0 DOCUMENTS/DRAWINGS

All the technical documents handed over to the party by PPL or their consultants or other party or generated by him in connection with the execution of this contract shall be the property of PPL. None of them shall be passed on to any other person without the consent of PPL.

### 8.0 TOOLS & TACKLES

It shall be the responsibility of the party to arrange all the tools, tackles & safety appliance required for execution of the contract.

### 9.0 WORK PROGRESS & COMPLETION

- 9.1. The party shall submit the daily progress & completion reports of the job along with daily attendance of men-power deployed for certification / verification by the concerned PPL's authority. Without these approved reports progressive bills will not be accepted.
- 9.2. The Work Order/Contract is non-exclusive and may be awarded in part to anybody else at PPL's discretion.
- 9.3. The party shall maintain measurement books and registers as stipulated.

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For Paradeep Phosphates Limited

Date

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Designation

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



9.4. Quantities of any items of work may be increased/decreased/deleted or a new item may be incorporated in the scope. For increase/decrease / deletion, pro-rated price will be applicable and for new item a stipulated or mutually agreed price would be fixed up.

### 10.0 CANCELLATION/TERMINATION

10.1 In case of unsatisfactory performance, the work order will be cancelled on one-month notice period.

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### 11.0 FORCE MAJEURE

If at any time during the continuance of this contract either party is unable to perform any of the obligations under this understanding in whole or in part, because of war, hostility, Civil commotion, acts of God & acts of Govt., fires, floods, explosions, epidemics, breakdown of plant & machinery, strikes, lockouts, shortage of raw material or any other act beyond the control of either party then the date of fulfillment of any such commitment shall be postponed during the time, such circumstances are in operation.

If operation of such circumstances exceeds 3 (three) months, either party shall have the right to refuse further performance under this contract.

The party which is unable to perform its part of obligation must within 7 (seven) days of occurrence of any of the causes mentioned in this clause inform in writing to the other party of the existence or termination or the circumstances preventing the performance of this contract.

### 12.0 DISPUTE RESOLUTION

#### For Domestic Contracts/Agreements:

Amicable Settlement: Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either party to an Arbitrator.

Arbitration: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as per the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and Rules framed thereunder, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

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For Paradeep Phosphates Limited

Date

Signature

Designation

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

### 13.0 JURISDICTION OF COURT

The Civil Courts of Bhubaneswar & High Court of Orissa shall have the sole & exclusive jurisdiction for adjudication of dispute.

### B. GENERAL SAFETY TERMS & CONDITIONS:

#### 1.1 SAFETY WORK PERMIT

Safety work permit system to be followed up strictly. Job has to be executed by taking "Job authorizing slip" from permiter by the party

#### 2.0 PERSONAL PROTECTION EQUIPMENTS

2.1 Safety apparel and equipments like Helmet, safety belt, gloves, face shields, goggles etc. approved by BIS. shall be provided to workmen as the nature of work warrants.

#### 3.0 WORKING AT SITE

3.1 All work areas shall be kept reasonably clear for easy movement of men and materials. Approach roads shall be reasonably free for easy movement of vehicles. All open trenches, pits and other excavations shall have suitable enclosures and shall be properly identified with caution board and adequately illuminated during the night.

3.2 Temporary water lines shall be so routed as to avoid road crossings and wherever necessary, shall be laid underground, temporary water storage tanks built for construction use shall be properly fenced, wherever necessary.

3.3 Party shall not allow use of structure or equipment erected or under erection on which lifting or tying tackles, ropes impose load which the structures or equipment are not designed to carry safely.

3.4 The performance of the contract in any manner endanger safety or unlawfully interfere with the convenience of other people.

3.5 Party shall ensure that all the supervisors, workmen, welder and electricians, drivers follow the rules and instructions displayed on the board.

#### 4.0 WORKING AT HEIGHT

4.1 Working at height i.e. above 2 meters, wearing of full body harness (double lanyard) is mandatory.

4.2 Workmen working at unsafe elevations, party must provide temporary structures and supports such as scaffolding, ladders, walkways, etc. which shall be adequately strong with adequate passage for safe use. Workmen shall be properly instructed to take necessary precautions and observe safe practices to prevent accidental fall. Safety belts/ life lines shall be used wherever necessary.

4.3 Before deploying new workers at site the party should assess their health condition viz. the person having Epilepsy/ high blood pressure problem should not be deployed in height work.

#### 5.0 SAFETY FOR ELECTRICAL CONTRACTS

5.1 The Contractor to ensure the temporary electrical sub-station, equipment, switch gear, cables & wires lighting, etc. should be installed in accordance with standard electrical practice and should have prior sanction and approval from concerned authorities.

5.2 Temporary cables and wires, including welding cables, water lines should be so routed as not to clutter the work areas and should be high enough not to hinder movement of men, material and vehicles.

5.3 Temporary substations, equipment, switch gear, rectifiers and distribution boards shall be adequately enclosed, duly protected against rain water, suitably earthed properly identified with 'CAUTION BOARDS'. All joints in the temporary wires and cables should be properly insulated.

5.4 All supervisors, workmen, welder and electricians, drivers, vehicles engaged in the work shall possess necessary and valid license/certificate/permit to carry out such work.

5.5 No electric cables in use shall be disturbed and No work must be carried out on any live equipment without prior permission of our engineer.

#### 6.0 TOOLS AND TACKLES

6.1 The Contractor shall ensure that all erection/testing equipment, tools, tackles, apparatus and materials are in good working condition with valid test certificates, fit for the purpose of which they are employed and are calibrated time to time.

#### 7.0 PENALTY

7.1 The Contractor shall comply with the laws, statutory rules, and regulations etc. The party shall obtain all necessary permits/approval from the HSE department, local governing body, police and other concerned authorities as may be required under law.

I have read all terms & conditions and this contract is hereby accepted.

Date

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Designation

For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



7.2 In case of violation to safety measures, PPL reserves the right to ban the business/black list the party for award of contracts in future without prejudice to the right to take legal action as may be considered deemed fit.

7.3 Safety Violation Memo (SVM) can be issued where violation of safety rule has been observed resulting into unsafe condition and/or unsafe act, such as;

- Not following SOP
- Non-use of recommended PPEs
- Working without a valid Safety Work permit. (in case applicable)
- Unauthorized driving of vehicle, material handling equipment, crane etc.
- Not adhering to the condition stipulated in the Safety work permit.
- Bypassing/inactivating safety interlocks/safety devices/guards without prior written approval.
- Carrying out acts which can lead to a potential accident.
- Creating unsafe conditions.

1st SVM Penalty of 5,000 to be deducted from the running account/final bill

2nd SVM Penalty of 20,000 to be deducted from the running account/final bill

3rd SVM Based on severity of the safety violation, punishment as deemed fit shall be decided by committee. Minimum 50,000 to be deducted from running account/final bill.

4th SVM Contract will be terminated.

### Payment Terms :

### OTHERS --- SERVICES

### Remarks:

For most of the work done by the contractor, payment will be made in two stages. The first stage payment will be made within 10 days of completion of work. The second stage payment will be made within 10 days of completion of work. The contractor will be responsible for any delay in payment.

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Designation

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Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Price: @ Rs. 1,15,000/- for monthly hiring charges incl. MOB and DE-MOB charges excluding GST @ 18% or extra at actuals at the time of invoicing. HSD extra @ 5 to 6 Ltr. per hour.

### A) SCOPE OF WORK:

Deployment of 1 No. 15 MT capacity FARANA for 2 Months.

Your broad scope of work shall be as under:

#### A) Scope of Work:

- 1) Farana Crane shall be in good condition and load test certificates of the Farana have to be furnished by you before commencement of job.
- 2) Mobilization of Farana Crane within 3 days with due clearance from PPL representative.
- 3) Diesel shall be provided by PPL free of cost as per working hour at actuals. Details of working hours shall be recorded in the log book & must be signed from PPL along with your operator. Average HSD consumption per hour is 5 to 6 Ltr.
- 4) Board & lodging including any incidental expenses of your operator shall be borne by you at your cost.
- 5) Any maintenance charges towards maintenance or break down shall be in your cost.
- 6) Farana Crane operator shall be having heavy duty license or as required and having requisite experience. Such license has to be furnished by you before commencement of jobs.
- 7) You shall comply all relevant safety precautions as per PPL standards.
- 8) No extra payment shall be paid towards labor charges of operator & helpers, if any.
- 9) 1 Day Working Hour = 10 Hrs including one Hr lunch time. 26 days in a month excluding Sunday and National Holidays.
- 10) If the Farana Crane is used over and above 10 Hrs in a day or in any Sunday and National Holidays, such extra payment shall be paid on prorate basis (single Over Time basis).
- 11) Loading & unloading at PPL site shall be in PPL scope.
- 12) If Farana Crane is idle / downtime due to break down / failure during working hour, prorate amount shall be deducted from your monthly bill as per log book.
- 13) The risk of any loss of or damage to the Farana Crane and/or to property and/or injury to persons, passes to you on arrival of the Farana Crane on site. Such risk remains with you until the Farana Crane leaves PPL site.
- 14) Equivalent quantity of HSD as available in the Farana Crane at the time of mobilization at our site shall be topped up in the Farana Crane at the time relieving from PPL site.

#### B) Payment Term:

- 100% payment will be released at the end of 15 days from the date of submission of monthly certified invoice.
- Indemnity bond shall be submitted with the Final bill in order to process the bill.

GST: GST as applicable shall be reimbursed by us extra at actuals.

#### C) E-way bill for Mob/Demob of the equipment shall be in your scope.

D) Hiring tenure: 2 months. Mobilization shall be effected from the date of site clearance. However, exact date shall be informed 7 days in advance. Further requirement shall be intimated to you 15 days before end of contract.

#### E) You shall bring following documents while gate pass entry

- Valid ID Proof of driver/helper/supervisor
- Fitness certificate of crane.
- Valid RC, Insurance copy of crane
- Valid Driving license of crane operator & helper

F) PPL contact person: Mr. Rajes Kumar Chyaupatnaik# Mob No. 7328842662.

SPECIAL NOTE: Hiring charges for 15 MT FARANA:

- 1) Rate for Hiring / months # Rs. 1,15,000/- per month
- 2) MOB & DEMOB charges is inclusive in the above rate.

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Regd. Office:  
Bayan Bhavan, PT Jawaharlal Nehru Marg  
,Bhubaneswar, Bhubaneswar, 751001  
Tel No : 0674-2393931, Fax : 91-674-2398631/2391669  
CST Reg. No.:21371300177, ECC :AABCP3276DXM001  
TIN No. : 21371300177, PAN No.:AABCP3276D  
CIN :L241290R1981PLC001020,

Order No. : 5500006513 Date : 19.07.2023  
Buyer : Chittaranjan R  
Enq.No. : Date: EA No:  
Qtn. Ref : Dated:  
Indentor :  
Indent Ref : 1700022993 17000231 Contractor : 812226

To:  
FRIENDS ENGINEERING  
, KANDALPUR KAKATPUR, ,,, PURI, 752108, Orissa,  
INDIA  
GSTIN :21CCZPS9499G2ZG  
Phone No. :9938495742, Extn. :  
Fax : , E-mail :friendsengg1985@gmail.com

Please Deliver To,  
PPL - Common Maintenance Plant  
Paradeep Phosphates Ltd.,  
PPL Township,PARADEEP, 143001,INDIA  
GSTIN :21AABCP3276D1ZW

Valid From: 19.07.2023 Valid To: 30.08.2023

Contract Target Value-INR. 427,636.00 (FOUR LAKH TWENTY SEVEN THOUSAND SIX HUNDRED  
THIRTY SIX ONLY)

SI. NO.	Job Description	Quantity/ Unit	Rate	Discount
1	MISC. MAINT. JOB-SAP-A/B STREAM-ASD-2023			
1. 1	MISC. MAINT. JOB IN SAP-A/B-ASD2023 SAC - ( )	1.000 AU	31,450.00	
	Tax : CGST 9% + SGST 9% - Input Cr			
2	MISC. MAINT. JOB IN SAP-C ASD-2023			
2. 1	MISC. MAINT. JOB IN SAP-C ASD-2023 SAC - ( )	1.000 AU	396,186.00	
	Tax : CGST 9% + SGST 9% - Input Cr			

### A. GENERAL TERMS AND CONDITIONS OF CONTRACT:

#### 1.0 GENERAL

i. Following terms & conditions stipulating responsibilities and obligations on the part of the Contractor while executing the work under his scope, form an integral part of all the Work Orders/Contracts issued, except those that are specifically and explicitly mentioned otherwise in the Work Order/Contract.

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I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

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# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT

 adventz

there under.

2.3 PPL is an Integrated Management System (IMS) Certified (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018) Company & follows all applicable Rules, Regulations & Procedures required for IMS. As a working partner of PPL, the Service Provider shall adhere to IMS Policy of PPL on Quality, Safety, Health & Environment (SHE). The relevant policies can be seen at our website [www.paradeepphosphates.com](http://www.paradeepphosphates.com).

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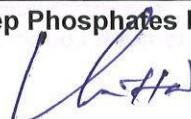
I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation



Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



9.2. The Work Order/Contract is non-exclusive and may be awarded in part to anybody else at PPL's discretion.  
9.3. The party shall maintain measurement books and registers as stipulated.  
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I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT

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reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

### 13.0 JURISDICTION OF COURT

The Civil Courts of Bhubaneswar & High Court of Orissa shall have the sole & exclusive jurisdiction for adjudication of dispute.

### B. GENERAL SAFETY TERMS & CONDITIONS:

#### 1.1 SAFETY WORK PERMIT

Safety work permit system to be followed up strictly. Job has to be executed by taking "Job authorizing slip" from permiter by the party

#### 2.0 PERSONAL PROTECTION EQUIPMENTS

2.1 Safety apparel and equipments like Helmet, safety belt, gloves, face shields, goggles etc. approved by BIS. shall be provided to workmen as the nature of work warrants.

#### 3.0 WORKING AT SITE

3.1 All work areas shall be kept reasonably clear for easy movement of men and materials. Approach roads shall be reasonably free for easy movement of vehicles. All open trenches, pits and other excavations shall have suitable enclosures and shall be properly identified with caution board and adequately illuminated during the night.

3.2 Temporary water lines shall be so routed as to avoid road crossings and wherever necessary, shall be laid underground, temporary water storage tanks built for construction use shall be properly fenced, wherever necessary.

3.3 Party shall not allow use of structure or equipment erected or under erection on which lifting or tying tackles, ropes impose load which the structures or equipment are not designed to carry safely.

3.4 The performance of the contract in any manner endanger safety or unlawfully interfere with the convenience of other people.

3.5 Party shall ensure that all the supervisors, workmen, welder and electricians, drivers follow the rules and instructions displayed on the board.

#### 4.0 WORKING AT HEIGHT

4.1 Working at height i.e. above 2 meters, wearing of full body harness (double lanyard) is mandatory.

4.2 Workmen working at unsafe elevations, party must provide temporary structures and supports such as scaffolding, ladders, walkways, etc. which shall be adequately strong with adequate passage for safe use. Workmen shall be properly instructed to take necessary precautions and observe safe practices to prevent accidental fall. Safety belts/ life lines shall be used wherever necessary.

4.3 Before deploying new workers at site the party should assess their health condition viz. the person having Epilepsy/ high blood pressure problem should not be deployed in height work.

#### 5.0 SAFETY FOR ELECTRICAL CONTRACTS

5.1 The Contractor to ensure the temporary electrical sub-station, equipment, switch gear, cables & wires lighting, etc. should be installed in accordance with standard electrical practice and should have prior sanction and approval from concerned authorities.

5.2 Temporary cables and wires, including welding cables, water lines should be so routed as not to clutter the work areas and should be high enough not to hinder movement of men, material and vehicles.

5.3 Temporary substations, equipment, switch gear, rectifiers and distribution boards shall be adequately enclosed, duly protected against rain water, suitably earthed properly identified with 'CAUTION BOARDS'. All joints in the temporary wires and cables should be properly insulated.

5.4 All supervisors, workmen, welder and electricians, drivers, vehicles engaged in the work shall possess necessary and valid license/certificate/permit to carry out such work.

5.5 No electric cables in use shall be disturbed and No work must be carried out on any live equipment without prior permission of our engineer.

#### 6.0 TOOLS AND TACKLES

6.1 The Contractor shall ensure that all erection/testing equipment, tools, tackles, apparatus and materials are in good working condition with valid test certificates, fit for the purpose of which they are employed and are calibrated time to time.

#### 7.0 PENALTY

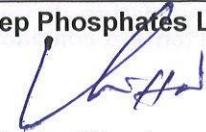
I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation

  
Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



7.1 The Contractor shall comply with the laws, statutory rules, and regulations etc. The party shall obtain all necessary permits/approval from the HSE department, local governing body, police and other concerned authorities as may be required under law.

7.2 In case of violation to safety measures, PPL reserves the right to ban the business/black list the party for award of contracts in future without prejudice to the right to take legal action as may be considered deemed fit.

7.3 Safety Violation Memo (SVM) can be issued where violation of safety rule has been observed resulting into unsafe condition and/or unsafe act, such as;

- Not following SOP
- Non-use of recommended PPEs
- Working without a valid Safety Work permit. (in case applicable)
- Unauthorized driving of vehicle, material handling equipment, crane etc.
- Not adhering to the condition stipulated in the Safety work permit.
- Bypassing/inactivating safety interlocks/safety devices/guards without prior written approval.
- Carrying out acts which can lead to a potential accident.
- Creating unsafe conditions.

1st SVM Penalty of 5,000 to be deducted from the running account/final bill

2nd SVM Penalty of 20,000 to be deducted from the running account/final bill

3rd SVM Based on severity of the safety violation, punishment as deemed fit shall be decided by committee. Minimum 50,000 to be deducted from running account/final bill.

4th SVM Contract will be terminated.

### Payment Terms :

OTHERS --- SERVICE

### Remarks:

#### Terms & Conditions:

- 1) Job has already been executed.
- 2) This order is being proposed for regularization purpose only.
- 3) GST (CGST+SGST) - Extra @ 18% or extra at actuals at the time of billing
- 4) Terms of payment - 95% within 15 days of certification of invoice and balance 5% against completion of Defect Liability Period (DLP). DLP is 6 months from the date of successful hand over of site and date of certification of final bill against poor workmanship and use of defective materials.
- 5) All other details, rates and commercial terms & conditions shall be as per our prevailing Mechanical AMC (rates w.e.f 01.09.2020) with you.

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited



## WORK ORDER - VALUE CONTRACT

Regd. Office:	Order No. : 5500006535	Date : 27.07.2023
Bayan Bhavan, PT Jawaharlal Nehru Marg , Bhubaneswar, Bhubaneswar, 751001	Buyer : Chittaranjan R	
Tel No : 0674-2393931, Fax : 91-674-2398631/2391669	Enq.No. : Date:	EA No:
CST Reg. No.:21371300177, ECC :AABCP3276DXM001	Qtn. Ref :	Dated:
TIN No. : 21371300177, PAN No. :AABCP3276D	Indentor :	
CIN :L24129OR1981PLC001020,	Indent Ref : 1700023755	Contractor : 812226

**To:**  
**FRIENDS ENGINEERING**  
**, KANDALPUR KAKATPUR, ,,, PURI, 752108, Orissa, INDIA**  
**GSTIN :21CCZPS9499G2ZG**  
**Phone No. :9938495742, Extn. :**  
**Fax : , E-mail :friendseng1985@gmail.com**

**Please Deliver To,**  
**PPL - Central Stores**  
**Paradeep Phosphates Ltd.,**  
**PPL Township,PARADEEP, 754145,INDIA**  
**GSTIN :21AABCP3276D1ZW**

**Valid From:** 27.07.2023    **Valid To:** 31.08.2023

**Contract Target Value-INR.**    91,333.00 (NINETY ONE THOUSAND THREE HUNDRED THIRTY THREE ONLY)

SI. NO.	Job Description	Quantity/ Unit	Rate	Discount
1	<b>Regular annual shutdown Job in PAP</b>			
1. 1	Regular annual shutdown Job in PAP SAC - ( )	1.000 AU	91,333.00	
	<b>Tax : CGST 9% + SGST 9% - Input Cr</b>			

### A. GENERAL TERMS AND CONDITIONS OF CONTRACT:

#### 1.0 GENERAL

- Following terms & conditions stipulating responsibilities and obligations on the part of the Contractor while executing the work under his scope, form an integral part of all the Work Orders/Contracts issued, except those that are specifically and explicitly mentioned otherwise in the Work Order/Contract.
- This Work Order/Contract along with all Annexure, Appendices when properly signed for by the authorized signatory will be the only document, which will be recognized as binding. No other terms signed by the party in quoting or acknowledging this work order/contract shall be binding upon PPL.

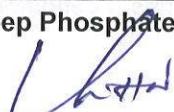
#### 2.0 STATUTORY

2.1 It is the sole responsibility of the Contractor to comply with all the provisions and fulfill all the statutory obligations under various status applicable from time to time. These would include the following and any other statute enactments of Govt. of Orissa or Govt. of India and rules made there under issued from time to time.

- Contract Labour (R&A) Act & Conditions of Service.
- Payment of Wages /minimum wages Act and rules framed there under,
- The Provident Fund & Miscellaneous Provision Act
- The Payment of Bonus Act
- The ESI Act
- The Workmen Compensation Act.
- Payment of Gratuity Act
- Industrial Dispute Act & other statue under various labour law applicable from time to time.
- GST registration.

2.2 It is the responsibility of the Contractor to obtain the required license from the Labour Department and to ensure its validity during the entire tenure of the contract. PPL will issue required forms for this purpose as per provisions under C.L (R&A) Act Odisha rule made there under.

2.3 PPL is an Integrated Management System (IMS) Certified (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018) Company & follows all applicable Rules, Regulations & Procedures required for IMS. As a working partner of PPL, the Service Provider shall adhere to IMS Policy of PPL on Quality, Safety, Health & Environment (SHE). The relevant policies can be seen at our website [www.paradeephosphates.com](http://www.paradeephosphates.com).

I have read all terms & conditions and this contract is hereby accepted.		For Paradeep Phosphates Limited	
 <i>Chittaranjan R</i>		Authorized Signatory	
Date	Signature	Designation	



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



### 3.0 DIRECT EMPLOYER

- 3.1 The Contractor shall not engage children below 18 years, aged, disabled or handicapped contract workmen.
- 3.2 None of the contract workmen/Union or any agency engaged by the party shall have the right to demand provision of continuous work or stake any claim for absorption on the permanent rolls of the company.
- 3.3 Sub-Contract:
  - The Contractor shall not engage any sub-contractor for executing the work under his scope without PPL's written approval/authorization.
  - The Party and the sub-contractor shall be severally and jointly responsible for fulfilling all their obligations stipulated in the contract.

### 4.0 SUPERVISION

- 4.1 The Contractor shall provide full time proper and adequate supervision over all the contract workmen engaged for the works carried out under his scope.
- 4.2 It is the responsibility of the party to ensure that the contract workmen engaged by him comply with all the rules and regulations in vogue at the factory, follow the discipline & decorum, working hours, shift timings and safety practices as stipulated from time to time, by PPL, and are liable for search and frisking at the entry gate.
- 4.3 It shall be the responsibility of the party to ensure safety & safe working of his contract workmen and for safety of PPL's equipment and property and that of the 3rd party within the factory premises. Party shall at his cost provide all the necessary safety gear/appliances of ISI marked to all contract workmen engaged by him for executing the work under his scope.

### 5.0 INDEMNITY

- 5.1 The Contractor shall indemnify PPL and keep indemnified against all damages, claims by his contract workmen, Unions, Government, Statutory authorities, 3rd parties or anybody else for damages/losses suffered by them arising out of acts of omissions/commissions by himself, his authorized supervisor or his contract workmen or for any contraventions of statutory provisions and non-discharge of the statutory obligations during the course of execution of the work under his scope.
- 5.2 In case PPL is made to discharge any of these liabilities or any other obligation on behalf of the party, the same shall be recovered from the Security Deposit/ Outstanding Bills of the party without any reference to him.

### 6.0 MATERIAL ISSUED BY PPL

- 6.1 It is the responsibility of the Contractor to collect the materials issued by PPL from the designated storage and transports the same to the work execution site at his cost. For handling hazardous materials, MSDS needs to be maintained & followed properly.
- 6.2 The party shall keep proper records of issues and consumption of all such materials and shall submit weekly reconciliation statement to the concerned PPL authority.
- 6.3 Any surplus material or rejected/scrap should be returned to the designated storage/scrap yard by the party. It is the responsibility of the party to keep the working site clean & tidy.
- 6.4 Any loss or excess consumption beyond the stipulated limits shall be recovered from party's bills.

### 7.0 DOCUMENTS/DRAWINGS

All the technical documents handed over to the party by PPL or their consultants or other party or generated by him in connection with the execution of this contract shall be the property of PPL. None of them shall be passed on to any other person without the consent of PPL.

### 8.0 TOOLS & TACKLES

It shall be the responsibility of the party to arrange all the tools, tackles & safety appliance required for execution of the contract.

### 9.0 WORK PROGRESS & COMPLETION

- 9.1. The party shall submit the daily progress & completion reports of the job along with daily attendance of men-power deployed for certification / verification by the concerned PPL's authority. Without these approved reports progressive bills will not be accepted.
- 9.2. The Work Order/Contract is non-exclusive and may be awarded in part to anybody else at PPL's discretion.
- 9.3. The party shall maintain measurement books and registers as stipulated.
- 9.4. Quantities of any items of work may be increased/decreased/deleted or a new item may be incorporated in the scope. For increase/decrease / deletion, pro-rated price will be applicable and for new item a stipulated or mutually agreed price would be fixed up.

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



### 10.0 CANCELLATION/TERMINATION

10.1 In case of unsatisfactory performance, the work order will be cancelled on one-month notice period.

10.2 In case of any indiscipline, forgery/fraudulent, criminal cases, illegal activities including threatening, non-compliance of statutory provisions, the work order may be cancelled without any prior notice. Wherever required the same will be followed by appropriate legal actions and blacklisting.

### 11.0 FORCE MAJEURE

If at any time during the continuance of this contract either party is unable to perform any of the obligations under this understanding in whole or in part, because of war, hostility, Civil commotion, acts of God & acts of Govt., fires, floods, explosions, epidemics, breakdown of plant & machinery, strikes, lockouts, shortage of raw material or any other act beyond the control of either party then the date of fulfillment of any such commitment shall be postponed during the time, such circumstances are in operation.

If operation of such circumstances exceeds 3 (three) months, either party shall have the right to refuse further performance under this contract.

The party which is unable to perform its part of obligation must within 7 (seven) days of occurrence of any of the causes mentioned in this clause inform in writing to the other party of the existence or termination or the circumstances preventing the performance of this contract.

### 12.0 DISPUTE RESOLUTION

#### For Domestic Contracts/Agreements:

Amicable Settlement: Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either part to an Arbitrator.

Arbitration: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as per the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and Rules framed thereunder, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

### 12.01 DISPUTE RESOLUTION

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I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



### 13.0 JURISDICTION OF COURT

The Civil Courts of Bhubaneswar & High Court of Orissa shall have the sole & exclusive jurisdiction for adjudication of dispute.

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#### 1.1 SAFETY WORK PERMIT

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4.2 Workmen working at unsafe elevations, party must provide temporary structures and supports such as scaffolding, ladders, walkways, etc. which shall be adequately strong with adequate passage for safe use. Workmen shall be properly instructed to take necessary precautions and observe safe practices to prevent accidental fall. Safety belts/ life lines shall be used wherever necessary.

4.3 Before deploying new workers at site the party should assess their health condition viz. the person having Epilepsy/ high blood pressure problem should not be deployed in height work.

#### 5.0 SAFETY FOR ELECTRICAL CONTRACTS

5.1 The Contractor to ensure the temporary electrical sub-station, equipment, switch gear, cables & wires lighting, etc. should be installed in accordance with standard electrical practice and should have prior sanction and approval from concerned authorities.

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5.4 All supervisors, workmen, welder and electricians, drivers, vehicles engaged in the work shall possess necessary and valid license/certificate/permit to carry out such work.

5.5 No electric cables in use shall be disturbed and No work must be carried out on any live equipment without prior permission of our engineer.

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7.2 In case of violation to safety measures, PPL reserves the right to ban the business/black list the party for award of contracts in future without prejudice to the right to take legal action as may be considered deemed fit.

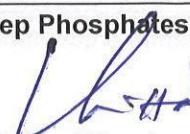
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Date

Signature

Designation

For Paradeep Phosphates Limited

  
Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



7.3 Safety Violation Memo (SVM) can be issued where violation of safety rule has been observed resulting into unsafe condition and/or unsafe act, such as;

- Not following SOP
- Non-use of recommended PPEs
- Working without a valid Safety Work permit. (in case applicable)
- Unauthorized driving of vehicle, material handling equipment, crane etc.
- Not adhering to the condition stipulated in the Safety work permit.
- Bypassing/inactivating safety interlocks/safety devices/guards without prior written approval.
- Carrying out acts which can lead to a potential accident.
- Creating unsafe conditions.

1st SVM Penalty of 5,000 to be deducted from the running account/final bill

2nd SVM Penalty of 20,000 to be deducted from the running account/final bill

3rd SVM Based on severity of the safety violation, punishment as deemed fit shall be decided by committee. Minimum 50,000 to be deducted from running account/final bill.

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### Payment Terms :

OTHERS --- SERVICE

### Remarks:

### Terms & Conditions:

- 1) Job has already been executed.
- 2) This order is being proposed for regularization purpose only.
- 3) GST (CGST+SGST) - Extra @ 18% or extra at actuals at the time of billing
- 4) Terms of payment - 95% within 15 days of certification of invoice and balance 5% against completion of Defect Liability Period (DLP). DLP is 6 months from the date of successful hand over of site and date of certification of final bill against poor workmanship and use of defective materials.
- 5) All other details, rates and commercial terms & conditions shall be as per our prevailing Mechanical AMC (rates w.e.f 01.09.2020) with you.

↗

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory

**Coromandel Engineering Company Limited**

C/o,Binod Kumar Sahu,5th Lane,Ananta Nagar,  
Berhampur,Odisha Berhampur Odisha 760005

**Hire Order**

VENDOR DETAILS		ORDER DETAILS	
<b>FRIENDS ENGINEERING</b>  PLOT NO.368/847.PO-KAKATPUR,PURI,ODISHA-752108  PURI 752108 Odisha		HIRE ORDER NO	HO/22-23/0134
		HIRE DATE	10/20/2022
		SAC Code:	995414
INVOICE TO		PLACE OF WORK	
<b>Coromandel Engineering Company Limited</b>  C/o,Binod Kumar Sahu,5th Lane,Ananta Nagar, Berhampur,Odisha Berhampur Odisha 760005		PPL - Paradeep - 306  PPL, PPL Township, Jagatsinghpur C	
		Paradeep Odisha  Vendor GSTIN: 21CCZPS9499G2ZG	
GSTIN: 21AAACT7989E1Z7		Vendor ARN No:	

Please arrange to carry out the following works as described therein inline with Terms & condition,Technical specification and drawings as per the Annexure enclosed.

Code	Description	Qty	Unit	WQuantity	WUnit	Rate	Amount
P425030037	Hire / General P&M / Hydraulic crane - 12T Hrs	1.00	Hrs	180.00	Hrs	900.00	162,000.00
						<b>Total</b>	<b>162,000.00</b>
						CGST +	14,580.00
						SGST +	14,580.00
						GST Cess +	0.00
						<b>Net Total</b>	<b>191,160.00</b>

Narration :

1. Daily log register copy shall be attached along with the bill  
2. Driver Cost included in above rate

4. Payment will be released on Certification of Invoices by our Project Manager within 7 days.

Operator licence and Machinery RC book, insurance and vehicle fitness certificate required at the time of execution

Any Safety violation during the execution of the work against the safety procedural code, the respective amount will be deducted against your payments.

TDS shall be deducted in every payment as per the Income Tax Act  
Jurisdiction of any dispute pertaining to this order exclusive in Chennai only.

1. TDS shall be deducted in every payment as per the Income Tax Act 2. GST will be paid to you by Coromandel Engineering Company Ltd at applicable rates on your billing. Necessary proof of payment of GST shall be provided to CECL for clearing further months GST payments. CECL shall verify the payment made by contractor through GSTR - 1 & 3 B and if the GST is not paid by the Sub contractor on time CECL reserves the right to withhold further payments along with related costs, if any

#### **Terms & Conditions**

#### **Coromandel Engineering Company Limited**

Authorised signatory

I/We hereby accept to complete the work in line with Terms & Conditions set forth in this order along with Annexures within the agreed time.

Terms & Conditions

- 1) You shall observe safe work practices and take all required precautions to ensure safety of your manpower and all others engaged by us or other contractors at the site.
- 2) You shall ensure use of personal protection equipment (PPE) among your own manpower, while they are inside our site; failing which our safety officer will levy penalties on you, and the same shall be recovered from you while settling your bills.
- 3) You shall carry out all work as per CECL quality/safety manual & Apex Manual - a soft copy of the extract of the same is attached with this work order.
- 4) In the event of damage to our site and/or facilities, caused by people/equipment/material deployed by you, the costs of repair/rework will be recovered from you either directly or by deducting from dues to you.
- 5) The quality of work shall be such as to avoid any defects during DLP, from the date of completion of work. During this period, if any defects are identified, you will be required to repair/rework the same at your cost. To facilitate compliance to this defect liability arrangement, we will deduct 5% as retention amount from each of your RA bills and hold the same for the defect liability period which begins on the date of certification of your final bill.
- 6) Upon completion of defect liability period, the entire retention amount will be returned to you based on an inspection certificate issued by our Quality department. Alternately you can provide a bank guarantee for this amount for the defect liability period, in lieu of the retention amount and in that case, the retention amount will be settled against the bank guarantee.
- 7) Work is to be carried out as per schedule given by site project manager or his representative; if we find that the work is not progressing as per schedule, we have the right to discontinue this contract, i.e. short close this order to the extent of work already completed, and assign the balance work to any other contractor of our choice / Employ one or more contractors to speed up and complete the work to achieve our schedule . The additional cost spent in this regard will be deducted from your due amount.
- 8) Quantities in this work order are indicative and have been provided to enable you to plan your resources. However actual quantities may vary based on site conditions.
- 9) Our rates are firm till the completion of the project.
- 10) All other resources not explicitly mentioned here are within your scope and no claims will be entertained for expenses incurred by you towards the same. In case you use any consumables from our stores, the cost thereof will be debited to your account and hence deducted while settling your bills.
- 11) An advance amount of Rs. ----- of the work order value will be given along with the WO. This will be recovered on Pro-rata basis.
- 12) Payments will be made against running account bills (RAB) based on progress of work, with measurements as certified by our site project manager after adjusting the advance amount paid and retention amount.

**13) Place of Supply of Services:**

The Place of Supply of services as determined by you under the GST provisions shall hold good and in case of any information in this regard you may approach us. The loss arising out of the denial of the Input Tax Credit, if any, due to incorrect determination of Place of Supply of services will be to your account.

**14) Tax Compliance:**

- (i) You shall provide a Declaration / Self-Certificate (either on Invoice or otherwise) stating that the taxes which have been collected / withheld on behalf of us have been paid / will be paid to the account of the Government within the due dates specified under the relevant statutory laws. It may please be noted that if we, due to any reasons, are not able to avail any tax credit due to any short coming on your part (which otherwise should have been available to us in the normal course) including such necessary registrations etc., then you at your cost and efforts will get the short coming rectified. If for any reason the same is not possible, then you shall make 'good' the loss suffered by us due to the tax credit lost in that transaction.
- (ii) Under the GST laws, any economic or tax benefit arising out of the implementation of GST is mandatorily required to be passed on to the Buyer. Similarly, the benefits enjoyed by you and other business partners engaged in your Supply/ Service Chain, is also required to be passed on to you, which in turn shall be passed on to us by way of price reduction. Accordingly, you are expected to pass on any direct or indirect benefits arising thereon.
- (iii) The responsibility to pass on the above benefits vests with you, as our 'responsible vendors' and we are vested with the rights to understand such benefits and seek the manner / mechanism in which such benefits are passed on to us.
- (iv) This Work Order shall be void, if at any point of time, you are found to be blacklisted or rated very low in the scoring rate, as determined by the GSTN or any other Authorities.
- (v) All the necessary adjustments in the supplies/Services made (e.g.) Credit Note, Debit Notes, rejections etc.,

shall be made before September of the next Financial Year.

- (vi) In case of receipt of advance, you shall be responsible to raise the Advance Receipt Voucher, as required under the GST laws.
- (vii) You shall declare all the particulars that may be required in the Electronic Way Bill (E-way Bill), when such functionality is made mandatory by the Government, for the purpose of transportation of goods.

15) In every payment, TDS will be deducted @ -----% from the amount disbursed (net of deductions towards retention); this amount will be remitted to the income tax department. CECL will give you a certificate for such TDS (Tax deducted @ source) after the financial year, (OR after every quarter if you need it) and it is your responsibility to use the same while filing your income tax returns. CECL will not compensate you in any way for TDS deducted.

**16) GST - TDS**

In every payment, GST TDS will be deducted @ \_\_\_\_\_% from the amount disbursed and this amount will be remitted under the GST provisions, CECL will give you a certificate for such TDS Certificate and it is your responsibility to get the credit against your GST returns and CECL will not compensate any amount in any lapse on your part on claiming such TDS in your GST returns.

17) You are responsible & accountable for payment of wages to any/every person engaged by you for execution of this contract; also you are responsible for compliance to all the laws/rules of India and the State of ----- including laws/rules pertaining to payment of wages/minimum wages/social security legislation such as PF, ESI etc and the same are included in the pricing under this contract; you cannot claim any compensation for statutory compliance. Further such person(s) engaged by you towards execution of this contract, should not make any claim on CECL; if they make any claim, CECL will not be responsible for the same.

18) After final settlement of bills against this work order (excluding retention amount), you shall not raise any



**Harji Engineering Works Pvt. Limited**  
**ENGINEERS & CONTRACTORS**  
 Regd. Office : 7, Aravali Shopping & Office Complex  
 Alaknanda, New Delhi-110 019  
 CIN # U74899DL1982PTC014899

Phone : 26023395, 26026635, 26026636  
 E-mail : hewpl@yahoo.com  
 harji@harji.in  
 Website: www.harji.in

HEW/JSOL/PC/2022/190

Date: 25.10.2022

M/s. Pawansut Construction  
 Vill. – Gambhilpur, P.O – Mirzapur,  
 P.S – Nawton, Dist. – Siwan, Bihar  
 GST No. 10AZPPP2381M1Z0  
 Mob.: 9525045137  
 Email: sutpawan@gmail.com

**Subject** : Work order for Structural Fabrication and Erection work at Angul for HEWPL  
 Contract of M/s. Jindal Steel Odisha Ltd. (JSOL).

**Reference** : Work Order no. 4097000443 dated 07.09.2022 from M/s. JSOL to HEWPL  
 for Angul, Odisha.

Kind Attn.: Mr. Rajan Pattak

Dear Sir,

This has reference to the discussions you had with our Mr. Harbhej Singh during visit to our Head office in New Delhi on 25.10.2022 for price / rate negotiation for the above work.

We are pleased to place Order on M/s. Pawansut Construction (PC) for the works mentioned in the captioned subject above on the following terms and conditions:

#### **1. SCOPE OF WORK AND RATES:**

Work at Angul shall comprise of the following with associated activities for completion.

S. No.	Item Description	UOM	Unit Rate in INR (Excl. GST)
1.	Transportation of Raw material from Yard to Fabrication Site and Fabricated Structure from Yard to Erection Site. Fabrication of all type of Technological and Building Structure under the subject WO from JSOL to HEWPL	MT	7500.00
2.	Erection of Structure	MT	5000.00

#### **2. STATUTORY COMPLIANCE**

**2.1** Labour License and Workmen Compensation policy shall be obtained by HEWPL. All other statutory requirements including PF for your workmen and staff shall be fully your responsibility and the details must be furnished to HEWPL with RA Bills every month along with wage sheets. PC will be responsible for any compensation to be paid to their workmen for any reasons whatsoever.

**2.2** Full & final settlement payment of your workmen or staff as per the prevailing rules and regulations, being your responsibility, will have to be done by you at your own cost.

AN ISO 9001:2008 CERTIFIED COMPANY



### **3. TERMS OF PAYMENT**

- 3.1 Terms of payment for the works done by PC on Unit Rates basis shall be payable for their part of work as detailed in the Billing breakup of the corresponding Contract between JSOL and HEWPL.
- 3.2 10% Retention shall be retained and the same to be released after completion of work to the satisfaction of JSOL / HEWPL.
- 3.3 TDS as per prevailing rule shall be deducted from all Bills of PC and TDS certificate will be issued for the same.

### **4. BILLING & PAYMENT**

- 4.1 PC shall get its works measured and certified by HEWPL/JSOL and submit all relevant documents along with its Bills to HEWPL. Based on this HEWPL shall raise RA Bills for payment by JSOL.
- 4.2 HEWPL shall make payments to PC against their Bills for the values based on certified quantities and after affecting deductions like cost of materials and other items supplied by HEWPL, if any.

### **5. QUANTUM OF WORK**

Quantum of Works in your scope in the areas specifically provided in the "Scope of Work" in Sr. 1 shall be the same as provided in the Tender for HEWPL by JSOL. Your scope shall be for Structural Fabrication and Erection works and can vary to any extent on plus and minus side depending on the actual quantum of work required to be carried out as per the instructions of HEWPL/JSOL. Tentative quantity for Fabrication and Erection work under your scope is as below.

- (i) Structure to be Fabricated and Erected – 2500 MT
- (ii) Total Contract Value – Rs. 3,12,25,000.00 (Rs. Three crore Twelve lakh and Twenty five thousand only)

**NOTE:** 1. All Tools & Tackles, Machineries shall be provided by HEWPL and all consumables like Electrode, Gases etc along with adequate Manpower required for the work shall be mobilized at Site within a week's time from the date of issue of Work Order.  
2. Minimum Fabrication and Erection to be executed 200 - 250 MT per month.

### **6. MACHINERY, TOOLS & PLANTS, ELECTRICITY AND CONSUMABLES:**

- 6.1 Welding Machine / Trailer / Farana for Lifting and Shifting of Structure shall be provided by HEWPL.
- 6.2 All Heavy Cranes required for Erection Purposes shall be provided by HEWPL.
- 6.2 Scaffolding required for the works shall be provided by HEWPL.
- 6.3 Consumables, Electrodes and Gases etc. required for the works under scope to be arranged by PC. Electricity charges to be borne by HEWPL/JSOL.

### **7. SAFETY & QUALITY**

- 7.1 PC shall comply with the Quality Assurance and Inspection as well as Safety requirements as per the contract between HEWPL and JSOL. Any deductions made by JSOL from HEWPL Bills on negligence towards safety norms shall be directly deducted from the Bills of PC.
- 7.2 PC will execute the entire work in accordance with specifications and approved drawings, latest codes, good Engineering practice, instructions of HEWPL/JSOL and terms and conditions as stipulated in the contract between HEWPL and JSOL.
- 7.3 Any rework required due to lapses in quality and workmanship and not acceptable to



HEWPL /JSOL shall be done by PC at your own cost. In the event of failure to comply, the same shall be got done, at your risk and cost and cost so incurred will be deducted from your Bills.

#### **8. SAFE CUSTODY OF CLIENT'S AND HEWPL MATERIALS INCLUDING T & P**

PC will ensure safe custody of Client's and HEWPL's materials including T&P if any in their possession. For this watch and ward and other provisions will have to be made by you within the rates agreed.

#### **9. COMPLETION PERIOD**

PC will execute the entire work and achieve the work milestones so as to complete the same in all respects and hand over the same to HEWPL/JSOL within the stipulated time for completion of the Project as detailed in the Contract / Work Orders between HEWPL & JSOL and as per the instructions of HEWPL/JSOL from time to time. Contract period for this work shall be as per JSOL WO to HEWPL. Any penalty / liquidated damages levied on HEWPL by JSOL due to delays in Mechanical works will be to your account.

#### **10. ACCOMMODATION**

Accommodation, transportation and other facilities for workmen and staff shall be arranged by PC at their own cost.

#### **11. TERMINATION OF CONTRACT**

HEWPL reserves its right to withdraw part of the works or full works and get the same done through alternate means at your risk and cost in the event of your unsatisfactory performance, or if you:-

- i) Do not commence the work in the manner described or do not comply to our Site In charge notices, instructions etc.
- ii) Fail to carry out the works in conformity to the drawings, specifications and other conditions of the contract.
- iii) Fail to carry out the work in accordance with the time schedule.
- iv) Fail to carry out the work to the satisfaction of HEWPL/JSOL.

#### **12. SETTLEMENT OF DISPUTES**

In the event of any dispute not being capable of amicable settlement, the same shall be referred to arbitration by a Sole Arbitrator to be selected through mutual discussions in accordance with the terms and provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under as amended from time to time. Place of arbitration shall be New Delhi. The award of the Arbitrator so nominated shall be final, conclusive and binding on both PC and HEWPL.

#### **13. JURISDICTION**

Courts of Delhi alone.

#### **14. GENERAL**

If your performance is found satisfactory, more work can be considered in future. The rate stipulated herein above is final and no changes whatsoever shall be made. No compensation for reason whatsoever shall be given. All the terms and conditions of this work order shall be abided to at all times.



Continuation Sheet.....

Please sign the duplicate copy of this Work Order as a token of your acceptance and return the same to us for our records.

Thanking you,

Yours faithfully,  
For Harji Engineering Works Pvt. Ltd.,

  
(U K Mondal)  
GM - F&A

Accepted  
For Pawansut Construction



(Rajan Pattak)  
Managing Director



**INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT**  
 [Where the data of the Return of Income in Form ITR-1(SAHAJ), ITR-2, ITR-3, ITR-4(SUGAM), ITR-5, ITR-6, ITR-7 filed and verified]

 Assessment Year 2023-  
 24

PAN	CCZPS9499G		
Name	JITENDRA SWAIN		
Address	Asan, Alasahi, Alasahi B.O, Astaranga, 24-Odisha, Puri, 91- INDIA, 752109		
Status	Individual	Form Number	ITR 4
Filed u/s	139(1)-On or before due date	e-Filing Acknowledgement Number	157830140200523

<b>Taxable Income and Tax Details</b>	Current Year business loss, if any	1	0
		2	4,98,840
	Total Income		
	Book Profit under MAT, where applicable	3	0
	Adjusted Total Income under AMT, where applicable	4	0
	Net tax payable	5	0
	Interest and Fee Payable	6	0
	Total tax, interest and Fee payable	7	0
	Taxes Paid	8	23,352
	(+) Tax Payable /(-) Refundable (7-8)	9	(-) 23,350
<b>Accrued Income and Tax Detail</b>	Accrued Income as per section 115TD	10	0
	Additional Tax payable u/s 115TD	11	0
	Interest payable u/s 115TE	12	0
	Additional Tax and interest payable	13	0
	Tax and interest paid	14	0
	(+) Tax Payable /(-) Refundable (13-14)	15	0

Income Tax Return submitted electronically on 20-May-2023 11:36:17 from IP address 122.182.197.196 and verified by  
 JITENDRA SWAIN having PAN CCZPS9499G on 20-May-2023 using paper ITR-Verification Form /Electronic Verification Code  
 7Y6EY4VLRI generated through Aadhaar OTP mode

System Generated

Barcode/QR Code



CCZPS9499G041578301402005236766dc0bfb4639c1ba5b79cfaf57055a80a0bfb

**DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU**

# UE Unique CONSTRUCTIONS & ENGINEERS

Expertise in Fabrication & Erection of Tanks Structure, Pipeline, Blasting and Painting  
Approved Repairer of Boilers and Erectors of Steam Pipe Under IBR Act.

Mob : 9437033731, 9937582858, 8658415016

Telephone : 06722-228077

E-mail: uniqueskpd@yahoo.com

Website : www.uniqueconstructions.in

## Work Order / Value Contract

To,

Mr. Jitendra Swain

C/o- M/S Friends Engineering

GSTIN – 21CCZPS9499G2ZG

PAN NO – CCZPS9499G

E-Mail – friendsengineering1985@yahoo.com

Sub:- Work Order for Mechanical Package Job (DAP- Train C & D) at our PPL site Project.

Dear sir,

With reference to discussion with you, we are pleased to place this Work Order on you for above subjected job at our PPL site with the following terms and condition, your Rates for the above subjected job will be as mentioned below.

### UNIQUE CONSTRUCTION & ENGINEERS

Date : 27.01.2020

BUYER – Prasanjit Nayak

Email ID- uniqueskpd@gmail.com

Mob- +91-7077545698

SL NO	DESCRIPTION	UOM	VALUE (INR)	REMARKS
1	DAP TRAIN C&D	AU	29,700,000.00	

In Words : Rs Two Crore Ninety Seven Lakh Only

### Terms & Conditions :

1. All Tools & Tackles in your Scope.
2. Consumable provided by UCE on Chargeable Basis.
3. Hydra & Machineries are provided by UCE on Chargeable Basis.
4. Water & Power Supply on UCE Scope.
5. Crane provided by UCE.
6. All Safety PPEs & Items in your Scope.
7. Payment Mode :  
95% at the end of the 15 days of Submission of Certified RA Bill along with required documents.  
Balance 5% shall be released after client retention payment.  
GST will be paid extra as applicable.
8. Start & Completion :  
UCE will Intimate 10 days prior to mobilization & as per Client schedule.

Thanks & Regards

Prasanjit Nayak

Project Manager



GSTIN : 21AAGFU9124K1Z2

GSTIN : 21AAGFU9124K1Z2

PAN : AAGFU9124K

ADDRESS : Plot No. - 479, Bijayachandrapur, Atharabanki, Paradip, Dist - Jagatsinghpur, Odisha-754142

EPF No. 6979

E.S.I. No. : 44000073110001001

# UE Unique CONSTRUCTIONS & ENGINEERS

Expertise in Fabrication & Erection of Tanks Structure, Pipeline, Blasting and Painting

Approved Repairer of Boilers and Erectors of Steam Pipe Under IBR Act.

Mob: 9437033731, 9937582858, 8658415016

Telephone : 06722-228077

E-mail: uniqueskpd@ yahoo.com

Website : www.uniqueconstructions.in

## Work Order / Value Contract

To,

Mr. Jitendra Swain

C/o- M/S Friends Engineering

GSTIN - 21CCZPS9499G2ZG

PAN NO - CCZPS9499G

E-Mail - friendsengineering1985@yahoo.com

Sub:- Work Order for ECO Dismantling & Erection Ducts (SAP) at our PPL site Project.

Dear sir,

With reference to discussion with you, we are pleased to place this Work Order on you for above subjected job at our PPL site with the following terms and condition; your Rates for the above said job will be as mentioned below.

SL NO	DESCRIPTION	UOM	VALUE (INR)	REMARKS
1	OLD ECO DIS. & NEW ECO ERE. With DUCTS	AU	1,500,000.00	

In Words : Rs Fifteen Lakh Only

### Terms & Conditions :

1. All Tools & Tackles in your Scope.
2. Consumable provided by UCE on Chargeable Basis.
3. Hydra & Machineries are provided by UCE on Chargeable Basis.
4. Water & Power Supply on UCE Scope.
5. Crane provided by UCE.
6. All Safety PPEs & Items in your Scope.
7. Payment Mode :  
95% at the end of the 15 days of Submission of Certified RA Bill along with required documents.  
Balance 5% shall be released after client retention payment.  
GST will be paid extra as applicable.
8. Start & Completion :  
UCE will Intimate 05 days prior to mobilization & as per Client schedule.



*Prasanjit Nayak  
R. S. Nayak*

GSTIN : 21AAGFU9124K1Z2

GST PAN : AAGFU9124K

EPF No. 6979

E.S.I. No. : 44000073110001001

ADDRESS : Plot No. - 479, Bijayachandrapur, Atharabanki, Paradip, Dist - Jagatsinghpur, Odisha-754142

# UCE Unique CONSTRUCTIONS & ENGINEERS

Expertise in Fabrication & Erection of Tanks Structure, Pipeline, Blasting and Painting  
Approved Repairer of Boilers and Erectors of Steam Pipe Under IBR Act.

## Work Order / Value Contract

To,

Mr. Jitendra Swain

C/o- M/S Friends Engineering

GSTIN – 21CCZPS9499G2ZG

PAN NO – CCZPS9499G

E-Mail – friendsengineering1985@yahoo.com

Sub:- Work Order for Mechanical Package Job (DAP- Train A &B) at our PPL site Project.

Dear sir,

With reference to discussion with you, we are pleased to place this Work Order on you for above subjected job at our PPL site with the following terms and condition, your Rates for the above subjected job will be as mentioned below.

SL NO	DESCRIPTION	UOM	VALUE (INR)	REMARKS
1	DAP TRAIN A&B	AU	34,500,000.00	

In Words : Rs Three Crore Forty Five Lakh Only

### Terms & Conditions :

1. All Tools & Tackles in your Scope.
2. Consumable provided by UCE on Chargeable Basis.
3. Hydra & Machineries are provided by UCE on Chargeable Basis.
4. Water & Power Supply on UCE Scope.
5. Crane provided by UCE.
6. All Safety PPEs & Items in your Scope.
7. Payment Mode :

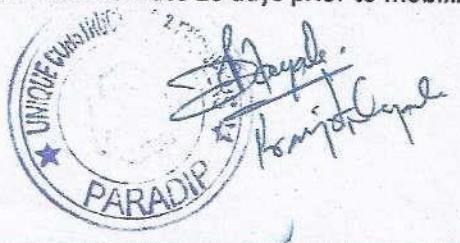
95% at the end of the 15 days of Submission of Certified RA Bill along with required documents.

Balance 5% shall be released after client retention payment.

GST will be paid extra as applicable.

8. Start & Completion :

UCE will Intimate 10 days prior to mobilization & as per Client schedule.



Plot No. 479, Bijayachandrapur, Atharabanki, Paradip,  
Dist: Jagatsinghpur, Odisha (754142)



99381 77731  
94370 33731



uniqueskpd@gmail.com  
debabratkanungo1559@gmail.com

TELEPHONE: 06722-228077

MOBILE-9938177731 / 9437033731

PAN: AAGFU9124K

GSTIN: 21AAGFU9124K1Z2

EPF No.: 6979

E.S.I. No.: 44000073110001001



## Coromandel Engineering Company Limited

Parry House, Vth Floor, 43, Moore Street,  
Chennai, Tamil Nadu  
India - 600001  
044-25301700



### Work Order

VENDOR DETAILS		ORDER DETAILS	
<b>FRIENDS ENGINEERING</b> PLOT NO.368/847.PO-KAKATPUR,PURI,ODISHA-752108, PURI,Odisha, India - 752108		<b>Work Order No</b> : WO/22-23/0622- A3_A1	
<b>GSTIN</b> : 21CCZPS9499G2ZG <b>PAN No</b> : CCZPS9499G		<b>CC WO No</b> : 306/WO0269- A3_A1	
<b>INVOICE TO</b> <b>PPL - Paradeep - 306</b> C/o,Binod Kumar Sahu,5th Lane,Ananta Nagar, Berhampur,OdishaBerhampur,Odisha-760005		<b>WO Date</b> : 01-06-2023	
<b>CIN No</b> : L74910TN1947PLC000343 <b>PAN No</b> : AAACT7989E <b>GSTIN</b> : 21AAACT7989E1Z7		<b>PLACE OF WORK</b> <b>PPL - Paradeep - 306</b> PPL, PPL Township, Jagatsinghpur District, Paradeep - 754145, Odisha,, Paradeep,Odisha India -	

Please arrange to carry out the following works as described therein inline with Terms & Condition, Technical specification and drawings as per the Annexure enclosed.

Code	Description	Qty	Unit	Rate	Amount
A308010001	<p>Labour charges for "7.1 )""Providing, fabricating, erecting and aligning structural steel at all levels as per drawing including tools, tackles, cutting, welding, consumables, erection and assembly bolts, sag rods, GALVANISED permanent bolts of grade 8.8 (turned and fitted), including preparation of fabrication drawings for all types of structures in buildings, pipe racks, platforms and towers, pipe supports, Electrical &amp; Instrumentation cable tray supports, with standard steel sections as per IS Standards.</p> <p>Structural steel shall generally be of E250(Fe410W) Quality A or BR/BO as per IS2062 and IS 800.</p> <p>In case Quality BR/BO steel is not available, Quality A steel having minimum Charpy V Notch (CVN) test result as 20FT-LBs (27 Joules) shall be used.</p> <p>All shall be Hot rolled sections As per IS 808.</p> <p>""</p> <p>(MATERIAL WILL BE SUPPLIED BY CECL )"</p>	300	MT	30,000.00	9,000,000.00

A308140002	Labour charges for "Charges for Fabrication and Erection All activities of scope same as 7.1 but for plate girder type members including providing gigs & fixtures to prevent deform action and undue thermal stress during welding. Material CECL supply"	1	MT	31,000.00	31,000.00
A314090005	labour charges fixing natural rain roof ridge ventilator of 600mm throat width of stainless steel coverr and aluminium blades with bird net	40.001	Rm	800.00	32,000.80
A347090003	Labour charges for Corner pieces including all Fixtures and accessories	60	Rm	260.00	15,600.00
A347090005	Labour charges for Ridge pieces in pairs.including all Fixtures and accessories	30	Rm	220.00	6,600.00
A347090009	Labour charges for Barge boards.including all Fixtures and accessories	60	Rm	250.00	15,000.00
A353150005	<p>Labour charges for ""Providing and applying epoxy painting system on steel surfaces consisting of -</p> <p>a) one primer coat of zinc dust pigment/ Ethyl Silicate Primer as per SSPC Paint 20 Level 2 - 75 microns (80% zinc on dry film) % Volume Solid : Min 65, Zinc should be min 1.4kg/lit, paint shall be supplied with ASTM D520 Type II zinc dust,</p> <p>b) one intermediate coat of Epoxy Polyamide Intermediate coat with Lamellar Micaceous Iron Oxide - Min VS 80% - 1.8 - 120 microns DFT and</p> <p>c) one final coat of Inert Pigment / acrylic aliphatic PU paint with 80% gloss retention on exposure to 1000hrs of QUV B313 - 60 microns % Volume solid : 58 +/- 2, Gloss of min. 80 units @ 60 deg gloss head. Contractor to consider the painting for patch-up after erection. ("Cost including Painting Material and Labour )"</p>	300	MT	8,200.00	2,460,000.00
A308010050	<p>Blast cleaning with compressed air and blasting gun conforming to Swedish standard SA 2.5. (Surface coverage approx. 35 m<sup>2</sup> per tonne) including all tools and tackles, compressor, etc.(</p> <p>Rate inclu Sand cost</p>	300	MT	4,500.00	1,350,000.00
A347090020	Labour charges for Providing and Fixing fibreglass corrugated translucent sheets of min. thickness 2mm thk. for roof and side cladding including all fixtures.	130	Sqm	165.00	21,450.00
A347120011	Labour charges for Apron pieces.including all Fixtures and accessories	55	Rm	250.00	13,750.00
A347120012	Labour charges for North-light curves.including all Fixtures and accessories	60	Rm	280.00	16,800.00

<b>Payment Terms</b>	Running bill Payment will be released based on the completion of work & certified by our Project Manager within 15 days from the date of submission of bill.
<b>Free Issue</b>	Labour accomodation , WATER AND POWER CECL SCOPE
<b>Material</b>	Structural Material will be supplied by CECL at free of cost .Connection bolt -CEC SCOPE, Painting material included in rate
<b>RETENTION</b>	Retention money shall be deducted at 3% from every RA bill value .Retention money will be released after completion of DLP period
<b>SPECIAL CONDITIONS</b>	ESI AND PF SCOPE OF FRIENDS ENGINEERING :PF and ESI :You should have been covered under EPF & ESI accounts and possess EPF & ESI codes allotment letter. A copy of the allotment letters may please be provided to CECL.Form 36 B ,ECR Copies,PF Challan & payment confirmation copy and ESI Contribution details & payment confirmation copy in veracity of payments to be submitted along with RA Bills.Safety should be adhered by you as per Site Requirement. Helmet , shoe , safety belt contractor scope
<b>TOLERANCES</b>	Tolerances as per relevant IS code : Cutting ,punching ,drilling ,welding and fabrication tolerances shall be generally as per relevant IS codes and shall be achieved after the entire structure or part thereof is in line ,level and plumb
<b>Others</b>	Jurisdiction of any dispute pertaining this order exclusive in Chennai only.

Code	Description	Qty	Unit	Rate	Amount
A347120013	Charges for labour S-type louvres including G.I. bolts and nuts.including all Fixtures and accessories	60	Rm	540.00	32,400.00
A333010007	Labour charges for Providing and fixing in position colour coated corrugated aluminium sheet in roofing and side cladding with minimum thickness of 0.7mm made from primary aluminium alloy 31500B/ confirming to IS1254, IS737, as per drawings, including all fixtures, bitumen washers, all necessary Fixtures & accessories, scaffolding etc. all complete as per manufacturer's specifications and as per section EIGHT of technical specification.	525	Sqm	155.00	81,375.00
A301090008	Labour charges for Pile rod cutting	285	Each	15.00	4,275.00
A341020005	Labour charges for Insert Plate cutting and fabriation	20	MT	20,000.00	400,000.00
A341140010	Labour charges for "Charges for Fabrication and Erection All activities and scope same as 7.1 but for semi built-up sections consisting of standard rolled steel sections and plates. Material CECL supply"	10	MT	30,000.00	300,000.00
A314050003	Charges for labour Eaves filler piece.including all Fixtures and accessories	60	Rm	250.00	15,000.00
A314120025	Charges for labour Providing, fabricating, and fixing in position accessories of Aluminium roof sheeting including clamps, bolts etc. all complete for roof gutters ( width not less 230mm ) of minimum 2mm heavy grade colour coated aluminium sheet.	60	Rm	850.00	51,000.00

Gross Amount	13,846,250.80
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CGST	1,246,162.57
SGST	1,246,162.57
IGST	0.00

Net Amount	16,338,575.94
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**Amount in words** One Crore Sixty Three Lakhs Thirty Eight Thousand Five Hundred And Seventy Five And Ninety Four Paise Only

**Narration :**

**Terms & Conditions**

Others	Preparation of Shop drawing CECL SCOPE . CEC to provide Panel board .Insurance -CECL scope .Fabrication at Site /Space by CEC/ levelling surface 2.Erection crane /Handling Crane / Temp bolt by Contractor scope .Grid Blasting - Contractor scope .
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# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Regd. Office:  
Bayan Bhavan, PT Jawaharlal Nehru Marg  
,Bhubaneswar, Bhubaneswar, 751001  
Tel No : 0674-2393931, Fax : 91-674-2398631/2391669  
CST Reg. No.:21371300177, Ecc :AABCP3276DXM001  
TIN No. : 21371300177, PAN No. :AABCP3276D  
CIN :L24129OR1981PLC001020,

Order No. : 5500006947	Date : 02.02.2024
Buyer : Chittaranjan R	
Enq.No. :	Date:
Qtn. Ref :	EA No:
Indentor :	Dated:
Indent Ref : 1600002971	Contractor : 812226

To:  
FRIENDS ENGINEERING  
, KANDALPUR KAKATPUR, ,,, PURI, 752108, Orissa,  
INDIA  
GSTIN :21CCZPS9499G2ZG  
Phone No. :9938495742, Extn. :  
Fax : , E-mail :friendsengg1985@gmail.com

Please Deliver To,  
PPL - Common Maintenance Plant  
Paradeep Phosphates Ltd.,  
PPL Township,PARADEEP, 143001,INDIA  
GSTIN :21AABCP3276D1ZW

Valid From: 02.02.2024 Valid To: 15.06.2024

Contract Target Value-INR. 3,430,000.00 (THIRTY FOUR LAKH THIRTY THOUSAND ONLY)

Sl. NO.	Job Description	Quantity/ Unit	Rate	Discount
1	Site Fabricated Tanks for SAP-D Project			
1. 1	Fabrication & Erection of DM Tank-MS SAC - ( )  Tax : CGST 9% + SGST 9% - Input Cr Fabrication & Erection of DM Water Tank MS (IS2062)	45.000 MT	38,000.00	
1. 2	Fabrication & Erection of Structure-MS SAC - ( )  Tax : CGST 9% + SGST 9% - Input Cr Fabrication & Erection of Steel Structures MS (IS2062)	20.000 MT	26,000.00	
1. 3	Fabrication of Buffer tank-MS SAC - ( )  Tax : CGST 9% + SGST 9% - Input Cr Fabrication of Buffer tank MS (IS2062)	10.000 MT	33,500.00	
1. 4	Fabrication of Caustic Tank CS (A516) SAC - ( )  Tax : CGST 9% + SGST 9% - Input Cr Fabrication of Caustic Tank CS (A516 Gr.70)	10.000 MT	34,000.00	
1. 5	Blasting & Painting (Supply & Apply) SAC - ( )  Tax : CGST 9% + SGST 9% - Input Cr Sand Blasting & Painting (Supply & Apply # Make Asian/Berger)	1500.000 M2	350.00	

### A. GENERAL TERMS AND CONDITIONS OF CONTRACT:

#### 1.0 GENERAL

- Following terms & conditions stipulating responsibilities and obligations on the part of the Contractor while executing the work under his scope, form an integral part of all the Work Orders/Contracts issued, except those that are specifically and explicitly mentioned otherwise in the Work Order/Contract.
- This Work Order/Contract along with all Annexure, Appendices when properly signed for by the authorized signatory will be the only document, which will be recognized as binding. No other terms signed by the party in quoting or acknowledging this work

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date	Signature	Designation	Authorized Signatory
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# Paradeep Phosphates Limited

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order/contract shall be binding upon PPL.

### 2.0 STATUTORY

2.1 It is the sole responsibility of the Contractor to comply with all the provisions and fulfill all the statutory obligations under various status applicable from time to time. These would include the following and any other statute enactments of Govt. of Orissa or Govt. of India and rules made there under issued from time to time.

- Contract Labour (R&A) Act & Conditions of Service.
- Payment of Wages /minimum wages Act and rules framed there under,
- The Provident Fund & Miscellaneous Provision Act
- The Payment of Bonus Act
- The ESI Act
- The Workmen Compensation Act.
- Payment of Gratuity Act
- Industrial Dispute Act & other statute under various labour law applicable from time to time.
- GST registration.

2.2 It is the responsibility of the Contractor to obtain the required license from the Labour Department and to ensure its validity during the entire tenure of the contract. PPL will issue required forms for this purpose as per provisions under C.L (R&A) Act Odisha rule made there under.

2.3 PPL is an Integrated Management System (IMS) Certified (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018) Company & follows all applicable Rules, Regulations & Procedures required for IMS. As a working partner of PPL, the Service Provider shall adhere to IMS Policy of PPL on Quality, Safety, Health & Environment (SHE). The relevant policies can be seen at our website [www.paradeepphosphates.com](http://www.paradeepphosphates.com).

### 3.0 DIRECT EMPLOYER

3.1 The Contractor shall not engage children below 18 years, aged, disabled or handicapped contract workmen.

3.2 None of the contract workmen/Union or any agency engaged by the party shall have the right to demand provision of continuous work or stake any claim for absorption on the permanent rolls of the company.

#### 3.3 Sub-Contract:

- The Contractor shall not engage any sub-contractor for executing the work under his scope without PPL's written approval/authorization.
- The Party and the sub-contractor shall be severally and jointly responsible for fulfilling all their obligations stipulated in the contract.

### 4.0 SUPERVISION

4.1 The Contractor shall provide full time proper and adequate supervision over all the contract workmen engaged for the works carried out under his scope.

4.2 It is the responsibility of the party to ensure that the contract workmen engaged by him comply with all the rules and regulations in vogue at the factory, follow the discipline & decorum, working hours, shift timings and safety practices as stipulated from time to time, by PPL, and are liable for search and frisking at the entry gate.

4.3 It shall be the responsibility of the party to ensure safety & safe working of his contract workmen and for safety of PPL's equipment and property and that of the 3rd party within the factory premises. Party shall at his cost provide all the necessary safety gear/appliances of ISI marked to all contract workmen engaged by him for executing the work under his scope.

### 5.0 INDEMNITY

5.1 The Contractor shall indemnify PPL and keep indemnified against all damages, claims by his contract workmen, Unions, Government, Statutory authorities, 3rd parties or anybody else for damages/losses suffered by them arising out of acts of omissions/commissions by himself, his authorized supervisor or his contract workmen or for any contraventions of statutory provisions and non-discharge of the statutory obligations during the course of execution of the work under his scope.

5.2 In case PPL is made to discharge any of these liabilities or any other obligation on behalf of the party, the same shall be recovered from the Security Deposit/ Outstanding Bills of the party without any reference to him.

### 6.0 MATERIAL ISSUED BY PPL

6.1 It is the responsibility of the Contractor to collect the materials issued by PPL from the designated storage and transports the same to the work execution site at his cost. For handling hazardous materials, MSDS needs to be maintained & followed properly.

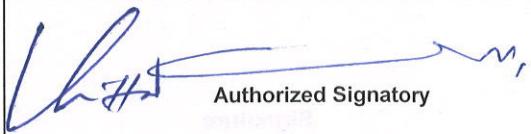
I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

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Authorized Signatory



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6.2 The party shall keep proper records of issues and consumption of all such materials and shall submit weekly reconciliation statement to the concerned PPL authority.

6.3 Any surplus material or rejected/scrap should be returned to the designated storage/scrap yard by the party. It is the responsibility of the party to keep the working site clean & tidy.

6.4 Any loss or excess consumption beyond the stipulated limits shall be recovered from party's bills.

### 7.0 DOCUMENTS/DRAWINGS

All the technical documents handed over to the party by PPL or their consultants or other party or generated by him in connection with the execution of this contract shall be the property of PPL. None of them shall be passed on to any other person without the consent of PPL.

### 8.0 TOOLS & TACKLES

It shall be the responsibility of the party to arrange all the tools, tackles & safety appliance required for execution of the contract.

### 9.0 WORK PROGRESS & COMPLETION

9.1. The party shall submit the daily progress & completion reports of the job along with daily attendance of men-power deployed for certification / verification by the concerned PPL's authority. Without these approved reports progressive bills will not be accepted.

9.2. The Work Order/Contract is non-exclusive and may be awarded in part to anybody else at PPL's discretion.

9.3. The party shall maintain measurement books and registers as stipulated.

9.4. Quantities of any items of work may be increased/decreased/deleted or a new item may be incorporated in the scope. For increase/decrease / deletion, pro-rated price will be applicable and for new item a stipulated or mutually agreed price would be fixed up.

### 10.0 CANCELLATION/TERMINATION

10.1 In case of unsatisfactory performance, the work order will be cancelled on one-month notice period.

10.2 In case of any indiscipline, forgery/fraudulent, criminal cases, illegal activities including threatening, non-compliance of statutory provisions, the work order may be cancelled without any prior notice. Wherever required the same will be followed by appropriate legal actions and blacklisting.

### 11.0 FORCE MAJEURE

If at any time during the continuance of this contract either party is unable to perform any of the obligations under this understanding in whole or in part, because of war, hostility, Civil commotion, acts of God & acts of Govt., fires, floods, explosions, epidemics, breakdown of plant & machinery, strikes, lockouts, shortage of raw material or any other act beyond the control of either party then the date of fulfillment of any such commitment shall be postponed during the time, such circumstances are in operation.

If operation of such circumstances exceeds 3 (three) months, either party shall have the right to refuse further performance under this contract.

The party which is unable to perform its part of obligation must within 7 (seven) days of occurrence of any of the causes mentioned in this clause inform in writing to the other party of the existence or termination or the circumstances preventing the performance of this contract.

### 12.0 DISPUTE RESOLUTION

For Domestic Contracts/Agreements:

Amicable Settlement: Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either party to an Arbitrator.

Arbitration: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as per the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and Rules framed thereunder, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

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final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

### 12.01 DISPUTE RESOLUTION

For International Contracts/Agreements:

**Amicable Settlement:** Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either part to an Arbitrator.

**Arbitration:** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as per the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and Rules framed thereunder, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

### 13.0 JURISDICTION OF COURT

The Civil Courts of Bhubaneswar & High Court of Orissa shall have the sole & exclusive jurisdiction for adjudication of dispute.

### B. GENERAL SAFETY TERMS & CONDITIONS:

#### 1.1 SAFETY WORK PERMIT

Safety work permit system to be followed up strictly. Job has to be executed by taking " Job authorizing slip" from permiter by the party

#### 2.0 PERSONAL PROTECTION EQUIPMENTS

2.1 Safety apparel and equipments like Helmet, safety belt, gloves, face shields, goggles etc. approved by BIS. shall be provided to workmen as the nature of work warrants.

#### 3.0 WORKING AT SITE

3.1 All work areas shall be kept reasonably clear for easy movement of men and materials. Approach roads shall be reasonably free for easy movement of vehicles. All open trenches, pits and other excavations shall have suitable enclosures and shall be properly identified with caution board and adequately illuminated during the night.

3.2 Temporary water lines shall be so routed as to avoid road crossings and wherever necessary, shall be laid underground, temporary water storage tanks built for construction use shall be properly fenced, wherever necessary.

3.3 Party shall not allow use of structure or equipment erected or under erection on which lifting or tying tackles, ropes impose load which the structures or equipment are not designed to carry safely.

3.4 The performance of the contract in any manner endanger safety or unlawfully interfere with the convenience of other people.

3.5 Party shall ensure that all the supervisors, workmen, welder and electricians, drivers follow the rules and instructions displayed on the board.

#### 4.0 WORKING AT HEIGHT

4.1 Working at height i.e. above 2 meters, wearing of full body harness (double lanyard) is mandatory.

4.2 Workmen working at unsafe elevations, party must provide temporary structures and supports such as scaffolding, ladders, walkways, etc. which shall be adequately strong with adequate passage for safe use. Workmen shall be properly instructed to take necessary precautions and observe safe practices to prevent accidental fall. Safety belts/ life lines shall be used wherever necessary.

4.3 Before deploying new workers at site the party should assess their health condition viz. the person having Epilepsy/ high blood pressure problem should not be deployed in height work.

#### 5.0 SAFETY FOR ELECTRICAL CONTRACTS

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation



Authorized Signatory



# Paradeep Phosphates Limited

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5.1 The Contractor to ensure the temporary electrical sub-station, equipment, switch gear, cables & wires lighting, etc. should be installed in accordance with standard electrical practice and should have prior sanction and approval from concerned authorities.

5.2 Temporary cables and wires, including welding cables, water lines should be so routed as not to clutter the work areas and should be high enough not to hinder movement of men, material and vehicles.

5.3 Temporary substations, equipment, switch gear, rectifiers and distribution boards shall be adequately enclosed, duly protected against rain water, suitably earthed properly identified with 'CAUTION BOARDS'. All joints in the temporary wires and cables should be properly insulated.

5.4 All supervisors, workmen, welder and electricians, drivers, vehicles engaged in the work shall possess necessary and valid license/certificate/permit to carry out such work.

5.5 No electric cables in use shall be disturbed and No work must be carried out on any live equipment without prior permission of our engineer.

### 6.0 TOOLS AND TACKLES

6.1 The Contractor shall ensure that all erection/testing equipment, tools, tackles, apparatus and materials are in good working condition with valid test certificates, fit for the purpose of which they are employed and are calibrated time to time.

### 7.0 PENALTY

7.1 The Contractor shall comply with the laws, statutory rules, and regulations etc. The party shall obtain all necessary permits/approval from the HSE department, local governing body, police and other concerned authorities as may be required under law.

7.2 In case of violation to safety measures, PPL reserves the right to ban the business/black list the party for award of contracts in future without prejudice to the right to take legal action as may be considered deemed fit.

7.3 Safety Violation Memo (SVM) can be issued where violation of safety rule has been observed resulting into unsafe condition and/or unsafe act, such as;

- Not following SOP
- Non-use of recommended PPEs
- Working without a valid Safety Work permit. (in case applicable)
- Unauthorized driving of vehicle, material handling equipment, crane etc.
- Not adhering to the condition stipulated in the Safety work permit.
- Bypassing/inactivating safety interlocks/safety devices/guards without prior written approval.
- Carrying out acts which can lead to a potential accident.
- Creating unsafe conditions.

1st SVM Penalty of 5,000 to be deducted from the running account/final bill

2nd SVM Penalty of 20,000 to be deducted from the running account/final bill

3rd SVM Based on severity of the safety violation, punishment as deemed fit shall be decided by committee. Minimum 50,000 to be deducted from running account/final bill.

4th SVM Contract will be terminated.

### Payment Terms :

95% AGAINST GST INV.+ 5% ON ACPT.

### Remarks:

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Sub: Site fabrication & erection of MS tank & structures for SAP-D Project.

Reference:

- 1) Our e-mail enquiry dated 15/12/2023.
- 2) Your e-mail enclosed offer dated 19/12/2023.
- 3) E--Auction dated 28/12/2023.
- 4) Final-negotiation dated 30/12/2023.
- 5) Various discussions had with you till date for above scope.

A. SCOPE:

The broad scope of work includes fabrication & erection of Tanks as per approved drawings, Standard/codes & specifications is given as below:

- Unloading/Shifting, storage and preservation of Free Issue Materials from PPL Store.
- Fabrication includes Marking, Cutting/Edge Preparation, Rolling, Fitup, Welding
- Fixing of all Nozzles as per drawings
- Fixing of all Internals includes Plates, Dip Pipes, etc as per drawings
- Fixing of External Attachments, Ladder, Platforms as per drawing
- WPS, PQR, WPQT, NDE requirements like RT, UT, DP test as per QAP
- Vacuum Box & Water Fill test as per Codes and Standards

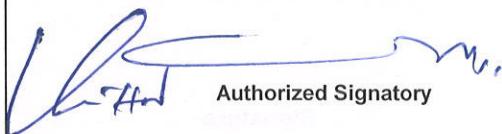
SCHEDULE OF QUANTITY & RATES SHALL BE AS PER ABOVE.

Your scope of work shall be as under:

- 1) Fabrication & erection of tanks (SST & DM TANK) on foundation by Jacking method as per approved drawings
- 2) Fabrication of tanks (CAUSTIC & BUFFER TANK) as per approved drawings
- 3) For SST, Dome roof will be supplied by PPL in segments or as loose plates, however vendor has to do assembly & welding at site as per drawing with proper fixtures.
- 4) Fabrication and Welding of Internal and External Attachments as per drawing
- 5) Flanges & Blind fabrication as per drawing (Drilling by vendor)
- 6) Fabrication and welding of Roof structures as per drawings
- 7) Fabrication and fixing of Stiffeners, Insulation clips, Lifting Lugs, Tailing Lug, Earthing Cleat, Pipe support Cleats, Platform & ladder Cleats etc.
- 8) WPS, PQR, WPQT, NDE requirements like RT, UT, DP test as per QAP, Codes and Standards
- 9) Arrangement of Hydraulic lifting jacks, rolling / bending machine with suitable capacity
- 10) Arrangement of Trailor, Hydra, other Equipment's, Tools and Tackles etc
- 11) Welding consumable, Mother / Portable oven, cutting/grinding wheels, purging gas etc.
- 12) Smooth grinding of welds suitable for Rubber lining wherever applicable.
- 13) Vacuum box test, chalk oil and Water Fill test as per Codes and Standards & PPL
- 14) Materials handling from fabrication yard to erection site
- 15) Providing scaffolding at all elevation & location with good quality MS Jallis
- 16) Site modification and welding if required / unless otherwise mentioned
- 17) Contractor shall be responsible for safe custody of material during fabrication.
- 18) Sand blasting, supply & apply of painting / coating with respect to painting specification
- 19) Site supervision for fabrication & quality assurance, supervision for Safe working & quality control documentation
- 20) Dedicated individual site engineers / supervisor / safety officers must have experience of min. 5 years in site execution, quality & safety to be engaged. CV must be submitted to PPL for approval prior to deputation.
- 21) Quality engineer must have level-II certification and safety engineer must have the qualification from reputed safety organization.
- 22) Site office, Fabrication Yard, Temporary Sheds, Scrap Yard arrangements
- 23) Reconciliation & handover salvageable material to PPL store, shifting of scrap-to-scrap yard.
- 24) Complete housekeeping/cleaning of the area including cleaning/removing the debris/scrap/waste and shifting the same/surplus materials to the location specified/shown by the engineer-in-charge shall be carried out by you during & after completion of job. You have to return all the steel scrap / waste materials to PPL store or as designated place by PPL Engineer-in-charge. On regular interval as per instruction of site Engineer-In-Charge reconciliation of the materials to be made. Such statement should be signed by you and our

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For Paradeep Phosphates Limited



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Engineer-In-Charge and to be submitted along with your running account (RA) bills for smooth process of your payment.

Based on the Total consumption in MT/Meter, generation of maximum 3% for SS & 5% for CS Returnable accountable scrap is allowed which includes a maximum of 1% of invisible Losses (Burnout, grinding, cutting etc.) In case, the actual generation of Returnable Accountable scrap & invisible losses on overall basis is higher than 3%/5%, then PPL shall back charge the cost as recovery for excess scrap. It shall be therefore the sole responsibility of the Contractor to plan the cutting schedule to control his scrap generation within above limits.

25) Area, quantity and specification mentioned above is Indicative / Tentative. However, you have to work as per the front available at site as per instruction of our Engineer-In-Charge and drawing. Quantity variation is subject to +/-20%. Payment will be made as per actual completion & as certified by our Engineer-In-Charge.

26) PPL reserves the rights to increase / decrease / delete any of the above items as per requirement of the work.

27) Barricading/fencing work of your working area is in your scope.

28) Submission of Billing Break Up per mile stone wise for billing purpose.

### Special Note:

- You shall depute team for KOM (Kick off Meeting) prior to site mobilization.
- You shall deploy required gangs with tools, tackles, Personal Protective Equipment (PPE) related to safety, machineries & hydra, cup lock scaffolding / staging preparation, MS challis, etc. with 7 days prior notice of PPL with TPI/Calibration certificates.
- You shall submit Site organization chart, Fabrication procedure, schedule, ITP, QAP, WPS & PQR within 7 days from the date of receipt of this WO for PPL review & approval.
- Welder to be engaged by Service Provider shall be under gone PPL welder qualification procedure. Qualified welder will only allow doing the job.
- Vendor must submit the last 3 years credentials for PPL review with technical offer.
- All statutory deductions shall be made as per PPL's rule.
- The rate shall be valid for entire execution tenure. No escalation of price / idle charges shall be entertained during this period.
- PPL reserves the rights to increase / decrease / delete any of the above items as per requirement of the work with due notification 15 days.
- PPL shall provide free issue material and vendor must return the balanced unused materials before closure of contract.
- Vendor to quote considering all scope as mentioned above & attached drawing
- Temporary arrangements like fabrication bed, stiffeners, cleats, bracings for fabrication shall be provided by PPL free issue in MT and same shall be returned after completion.
- PPL shall provide Water, Air and Electricity to the nearest location (around 200 mtr), however all arrangement shall be done by Contractor.
- All drawings, vendor documents shall be provided by PPL in hard form.
- Electrode/Filler make # ESAB/D&H/ADOR
- All equipment must have valid MTC, calibration certificate etc. prior to use.
- Crane/Hydra/Chain Blocks/Lifting tools & tackles must have valid load test certificate prior to use.

### LIST OF DRAWINGS/DOCUMENTS ENCLOSED FOR REFERENCE:

GAD & Detail drawing # Sulphur Storage Tank (511-157 & 511-158)

GA Drawing # DM Storage Tank (FPEL-SIL-R5.101.03C-03\_R1)

GA Drawing # Caustic Storage Tank (FPEL-SIL-T1.117.02\_R1)

GA Drawing # Molten Sulphur Buffer Tank (drawing already shared)

### B. SPECIAL TERMS & CONDITIONS:

1. You shall put your best Engineers/Supervisors and skilled labors to execute and complete the job in time to entire satisfaction of our site Engineer-in # Charge. You shall work round the clock, in (day & night) shifts whenever required as per site-in charge's instructions & to meet the time schedule. Different group should be mobilized for day & night shift as per requirement.

Site supervision for fabrication & quality assurance, supervision for Safe working & quality control documentation. Supervisors must have 5 years relevant experience and share the resume to PPL for approval prior to deputation at site. Quality Supervisor must have Level-II certified & Safety Supervisor must have certification from valid safety institute.

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

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2. You must provide have experienced ASNT Level-II certified quality engineer having knowledge of QA/QC documentation, Weld visual & smooth coordination capability with PPL Quality engineer and experienced safety engineer. Safety & Quality engineers should be examined by PPL Authorized person before engagement.
3. PPL authority will provide the necessary safety permit for execution of job.
4. Safety Violation Memo (SVM) will be issued to you for any safety violation while carrying out the jobs as per PPL Penalty for unsafe work conditions & practices, may lead to termination of contract at Party's cost, as the case may be.
5. Measurement: All the measurement will be done by you in presence of Job execution engineer & TPI.
6. The RA bill must be signed by both authorized PPL engineer & TPI engineer.
7. Performance Guarantee includes welding materials & workmanship.
8. PPL required following documents while gate entry
  - Health checkup report of individuals (Form 31A enclosed)
  - Vendor Details (Enclosed)
  - PF & ESI registration
  - Recent Photo (2/3 Nos)
  - Valid ID Proof
  - Police Verification Report of each worker
  - Labour License as applicable
9. Each & every worker / supervisor must go through safety induction training after clearing of documents as per point B.8 above.
10. You should submit all required statutory documents (ESI Challan, PF Challan & Wage Statement) of previous month to PPL for gate entry. Non submission of required documents may lead cancellation of contract or restriction for gate entry pass.
11. Running bill of every month must be submitted to user department on 20th day of every month. Non submission of bill on time may lead penalty.
12. Final bill will be routed through P&A department. Non submission of required statutory documents on demand will lead penalty/cancellation/non clearance of Final bill of contract.
13. You shall submit Indemnity Bond along with final bill and other statutory documents on demand before clearance of final bill.
14. You shall follow the General Terms & Condition and General Safety Terms & Condition as per above, if any scope, terms & conditions are not defined properly.
15. You shall contact following authority person in case of any obligation
  - Project: Mr. Goutam Swain (DGM - Projects)
  - Contract: Mr. Chittaranjan Routray (Contract Cell)

### C. LIST OF EQUIPMENT & TENTATIVE WEIGHT:

As per drawing mentioned above.

D. COMPLETION SCHEDULE : Mobilization as per Proj. dept. instruction. Within 4 months from the date of site clearance.

E. LOCATION: SAP-D Project, PPL Plant

F. DELAY IN START: In the event, the SERVICE PROVIDER does not start the job within 7 days from the date site clearance, the same may be cancelled / terminated prior to any intimation and the security money deposited by the party shall be forfeited.

G. Liquidated Damages (LD) CLAUSE: In the event, of your failure to complete the activity / job as per approved planned schedule / mile stone / completion schedule as above, LD @ 0.5% per week to maximum 5% of total undelivered order value shall be recovered from your bills for the reasons attributable to you only. Zero date shall start from the date of site hand over for LD calculation.

### H. PRICE :

- a. All prices/rates shall be fixed for the duration of the contract period and shall not be subject to escalation of any description whatever.
- b. PPL reserves the right to increase or decrease quantity ( $\pm 20\%$ ) of any item of work or completely delete any item of work. Payment will be made at actual completion & as certified by user.
- c. Supply of Power & Water: Where available, water & electricity in required quantities will be provided by PPL at a point within the

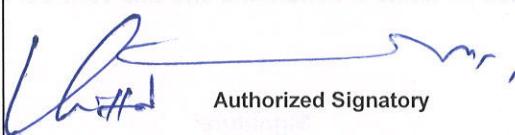
I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

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For Paradeep Phosphates Limited



Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



site on free of cost basis. In such cases, the contractor shall have to make his own arrangement to pump, meter and distribute the water within the site as required by him. The contractor shall also have to provide temporary but adequate storage facilities for water at his own cost. Similarly, the contractor shall have to arrange for Electricity and provide necessary arrangements for distribution of electricity as required for performance of works at various points in the working area. The contractor shall take utmost care and precautions as required for availing of the aforesaid facilities, failing which, he shall pay damages as fixed by the owner.

### I. PAYMENT TERMS:

1. 95% within 15 days of submission of certified RA bill duly certified by User Dept. HOD along with requisite statutory documents as required.
2. 5% shall be released within 3 months of completion of Defect Liability Period (DLP).
3. GST will be paid extra as applicable. Final bill along with GST deposit challans & other statutory clearance shall be submitted within 30 days from the date of actual completion of job to process the final settlement as per Contract. Failing of document submission will lead to clearance from PPL as well as not releasing of Retention/Security deposit/EMD.

### J. DEFECT LIABILITY PERIOD (DLP):

The CONTRACTOR warrants the quality of work as per Tender Document for a period of 12 (twelve) months from the date of certification of Final Bill, against defective materials, poor workmanship. In case of the said work shows any defect arising out of defective material and/or poor workmanship during the defect liability period, the CONTRACTOR shall take immediate step for rectification within 7 (seven) days of observance of such defect, free of all cost to the PPL against written communication to that effect and failing which PPL shall have the option to carry out the rectification / replacement at the risk and cost of the CONTRACTOR and recover the expenses from the CONTRACTOR's dues with PPL, if any, and/or from Retention Money and/or other means, as deemed fit.

**K. CONTRACTOR'S DEFAULT:** If the contractor shall fail or neglect to execute the works with all due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Owner, in connection with the works or shall contravene the provisions of the contract, the Owner may give notice in writing to the contractor to make good such failure, neglect or contraventions. Should the contractor fail to comply with the notice within the time specified in the notice, then the Owner shall be liberty forthwith to execute such part of the works as the contractor may have failed or neglected to execute without prejudice to any other rights the Owner may have under the contract and to take the work wholly or in part out of the contractor's hand and contract with any other person at the cost and expense of the contractor to complete the works or any part thereof and in that event the owner shall have the fee use of all contractor's equipment and other things that may be available at any time on the site in connection with the works, without being responsible to the contractor for wear & tear, thereof and the owner shall, without prejudice to owner's rights and remedies, be entitled to retain any balance of contract price which be otherwise due to the works done under the contract to the contractor or such part thereof as may be necessary to the payment of the cost of executing the said part of the works or of completing the job as the case may be and for meeting claims of third parties against the owner and arising from or in consequence of the contractor's failure, neglect refusal or contravention as aforesaid if the cost of completing the works or executing a part thereof or of meeting claims of third parties as aforesaid shall exceed the balance due to the contractor as described above, the contractor shall immediately pay such excess to the owner in respect of the money spent.

**L. (i) Liability for Accident Damage and Insurance:** (a) The Contractor shall properly cover up and protect all parts of the Works, materials, tools and equipments liable to damage/injury by any cause and shall take every reasonable precaution against accident or injury to the works from any cause, (b) The contractor shall observe safety rules as required by any Law/Regulation. The owner has the right to object to unsafe practice followed by the contractor and direct him to carry out the job in a manner considered safe. The contractor shall be solely responsible for the consequence arising out of non-compliance or violation of safety rules/regulation. (c) The contractor shall take an ALL RISK type Insurance Policy against third party liabilities under the contract, covering the interest of the Owner. The contractor shall be solely responsible for any loss of damage of any nature arising out of or in connection with the execution of the works not covered under such policy/policies and shall indemnify the Owner in respect of any such claim. (d) The contractor shall be responsible for workmen's compensation, insurance and all other statutory requirements in regard to the personnel in the contractor's employment.

**(ii) Automobile Liability Insurance:** (a) The contractor should take this policy for all motor vehicles, owned, hired or used for performance of the work. (b) The contractor shall hold the own harmless from any and all claims for injury to or death of any person or for damage to or destruction of any property resulting from any and all acts omission of the contractor, its agents and employees.

**M. STATUTORY AND OTHER REGULATIONS:** The contractor shall in all matters arising in the performance of the contract be

I have read all terms & conditions and this contract is hereby accepted.			For Paradeep Phosphates Limited	
Date	Signature	Designation		Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



responsible for fulfilling the requirements of all the statutory provisions of minimum wages Act, Provident Fund Act, E.S.I. Act, Bonus Act, Gratuity I.D. Act and all other labour and industrials enactment at his cost and risks in respect of all staff employed by him. If for any reasons, whatsoever, PPL is made liable to any liabilities under any of the said enactments etc. all the liabilities shall be recovered by PPL from the dues payable to the contractor with and from the Security Deposit of the contractor with PPL. (2) Within the meaning of para (g) (V) of the contractor labour (Regulation & Abolition) Act 1970, the contractor shall be fully responsible for the supervision and control of his establishment at the work site and the contractor hereby agrees that he shall register himself as the #Principal Employer" within the meaning of contract labour (Regulation & Abolition) Act, 1970 with one week of issue of this work order. (3) The contractor shall not in performance of the contract/work order in any manner endanger the safety or unlawfully interfere with the convenience of the public. The contractors shall maintain such records and registers specified under different labour laws and produce the same on requisition by the management to its officers so authorized.

### N. Termination of Contract:

PPL reserves the right to cancel / terminate, amend or modify the Contract in part or full with immediate effect and award the same to a second or more CONTRACTOR(s) primary at your risk and cost due to the following reasons:

- a. If your labourers or any of your representatives are found carrying any material belonging to PPL with them while leaving PPL premises, You will be liable for legal action and this contract may be terminated without any notice. If any theft or damage occurs to PPL property in the area where your employees are stationed, you will be held liable for such theft / damage & the cost of the same will be recovered from your dues.
- b. Non-performance of Works as per agreed Bar Chart, Milestones and quality.
- c. You indulge into activities such as boycott of works, calling strikes to stop work, etc that will hamper the progress of work at site.
- d. Not disbursing payment to the contract labourers / mazdoors / Workmen leading work stoppage at site.
- e. Non-compliance of rules & regulations stipulated in this Works Contract.
- f. Violation of any terms & conditions of the contract & /or ignores the instructions of the company or Engineer-In-Charge
- g. If any forged/fake documents are submitted by you, contract will be terminated and their business dealings with PPL will be banned.
- h. Consumption of Drugs and Alcohol by Contract labourers / mazdoors / Workmen while working inside PPL premises and in turn creating disturbance at site leading to work stoppage at site, PPL office and of other neighboring contractors.
- i. Safety Violations by Contractor or their labourers.

Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in the law of premise or any part thereof by PPL you or your employees and you and his employees shall vacate the same and handover all the furniture, fixtures, goods, materials, etc. in good condition on the termination of the agreement period either by serving notice period. On termination of the contract by PPL for any reason whatsoever, PPL shall be entitled to engage the services of any other person, agency or contractor to meet its requirement, without prejudice to its rights including claim for damages against you.

PPL decision on such matters will be final and binding on you.

PPL will back charge or recover any LoP (Loss of Profit) incurred due the above reasons from your bills. LoP would be calculated as per standard loss in the presence of your representative(s) & PPL.

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT

Regd. Office:  
 Bayan Bhavan, PT Jawaharlal Nehru Marg  
 ,Bhubaneswar, Bhubaneswar, 751001  
 Tel No : 0674-2393931, Fax : 91-674-2398631/2391669  
 CST Reg. No.:21371300177, ECC :AABCP3276DXM001  
 TIN No. : 21371300177, PAN No. :AABCP3276D  
 CIN :L24129OR1981PLC001020,

Order No. : 5500007379	Date : 11.06.2024
Buyer : Chittaranjan R	
Enq.No. :	Date:
Qtn. Ref :	EA No:
Indentor :	Dated:
Indent Ref : 1600003274	Contractor : 812226

To:  
 FRIENDS ENGINEERING  
 , KANDALPUR KAKATPUR, ,,, PURI, 752108, Orissa,  
 INDIA  
 GSTIN :21CCZPS9499G2ZG  
 Phone No. :9938495742, Extn. :  
 Fax : , E-mail :friendsengg1985@gmail.com

Please Deliver To,  
 PPL - Central Stores  
 Paradeep Phosphates Ltd.,  
 PPL Township,PARADEEP, 754145,INDIA  
 GSTIN :21AABCP3276D1ZW

Valid From: 11.06.2024 Valid To: 07.09.2024

Contract Target Value-INR. 1,521,489.00 (FIFTEEN LAKH TWENTY ONE THOUSAND FOUR HUNDRED EIGHTY NINE ONLY)

Sl. NO.	Job Description	Quantity/ Unit	Rate	Discount
1	CS Piping works at OSBL for SAP-D			
1. 1	FABRICATION OF CS-NON IBR UPTO 6" SAC - ( )	1275.000 IND	240.00	
	Tax :			
1. 2	ERCTION OF CS-NON IBR UPTO 6" SAC - ( )	5044.000 INM	105.17	
	Tax :			
1. 3	Valve & Field inst. Fixing upto 2"NB SAC - ( )	10.000 EA	531.30	
	Tax :			
1. 4	Valve & Field inst. Fixing 3"NB SAC - ( )	10.000 EA	531.30	
	Tax :			
1. 5	Valve & Field inst. Fixing 4"NB SAC - ( )	10.000 EA	531.30	
	Tax :			
1. 6	Valve & Field inst. Fixing 6"NB SAC - ( )	10.000 EA	531.30	
	Tax :			
1. 7	Valve & Field inst. Fixing 8"NB SAC - ( )	10.000 EA	590.33	
	Tax :			
1. 8	Valve & Field inst. Fixing 10"NB SAC - ( )	10.000 EA	590.33	

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date Signature Designation Authorized Signatory



**Paradeep Phosphates Limited**  
**WORK ORDER - VALUE CONTRACT**



Sl. NO.	Job Description	Quantity/ Unit	Rate	Discount
<b>Tax :</b>				
1. 9	Steel structures Fab & Erection SAC - ( )	5.000 MT	24,975.50	
<b>Tax :</b>				
1.10	Dismantling of pipes any size SAC - ( )	300.000 INM	81.74	
<b>Tax :</b>				
1.11	Dismantling of structure & equipment SAC - ( )	3.000 MT	6,811.50	
<b>Tax :</b>				
1.12	Removal of valves any size SAC - ( )	10.000 EA	531.30	
<b>Tax :</b>				
1.13	Blasting & painting (Supply & Apply) SAC - ( )	1500.000 M2	317.87	
<b>Tax :</b>				

**A. GENERAL TERMS AND CONDITIONS OF CONTRACT:**

**1.0 GENERAL**

- Following terms & conditions stipulating responsibilities and obligations on the part of the Contractor while executing the work under his scope, form an integral part of all the Work Orders/Contracts issued, except those that are specifically and explicitly mentioned otherwise in the Work Order/Contract.
- This Work Order/Contract along with all Annexure, Appendices when properly signed for by the authorized signatory will be the only document, which will be recognized as binding. No other terms signed by the party in quoting or acknowledging this work order/contract shall be binding upon PPL.

**2.0 STATUTORY**

- It is the sole responsibility of the Contractor to comply with all the provisions and fulfill all the statutory obligations under various status applicable from time to time. These would include the following and any other statute enactments of Govt. of Orissa or Govt. of India and rules made there under issued from time to time.

- Contract Labour (R&A) Act & Conditions of Service.
- Payment of Wages /minimum wages Act and rules framed there under,
- The Provident Fund & Miscellaneous Provision Act
- The Payment of Bonus Act
- The ESI Act
- The Workmen Compensation Act.
- Payment of Gratuity Act
- Industrial Dispute Act & other statue under various labour law applicable from time to time.
- GST registration.

- It is the responsibility of the Contractor to obtain the required license from the Labour Department and to ensure its validity during the entire tenure of the contract. PPL will issue required forms for this purpose as per provisions under C.L (R&A) Act Odisha rule made there under.

- PPL is an Integrated Management System (IMS) Certified (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018) Company & follows all applicable Rules, Regulations & Procedures required for IMS. As a working partner of PPL, the Service Provider shall adhere to IMS Policy of PPL on Quality, Safety, Health & Environment (SHE). The relevant policies can be seen at our website

I have read all terms & conditions and this contract is hereby accepted.		
Date	Signature	Designation

**For Paradeep Phosphates Limited**

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



www.paradeepphosphates.com.

### 3.0 DIRECT EMPLOYER

- 3.1 The Contractor shall not engage children below 18 years, aged, disabled or handicapped contract workmen.
- 3.2 None of the contract workmen/Union or any agency engaged by the party shall have the right to demand provision of continuous work or stake any claim for absorption on the permanent rolls of the company.
- 3.3 Sub-Contract:
  - The Contractor shall not engage any sub-contractor for executing the work under his scope without PPL's written approval/authorization.
  - The Party and the sub-contractor shall be severally and jointly responsible for fulfilling all their obligations stipulated in the contract.

### 4.0 SUPERVISION

- 4.1 The Contractor shall provide full time proper and adequate supervision over all the contract workmen engaged for the works carried out under his scope.
- 4.2 It is the responsibility of the party to ensure that the contract workmen engaged by him comply with all the rules and regulations in vogue at the factory, follow the discipline & decorum, working hours, shift timings and safety practices as stipulated from time to time, by PPL, and are liable for search and frisking at the entry gate.
- 4.3 It shall be the responsibility of the party to ensure safety & safe working of his contract workmen and for safety of PPL's equipment and property and that of the 3rd party within the factory premises. Party shall at his cost provide all the necessary safety gear/appliances of ISI marked to all contract workmen engaged by him for executing the work under his scope.

### 5.0 INDEMNITY

- 5.1 The Contractor shall indemnify PPL and keep indemnified against all damages, claims by his contract workmen, Unions, Government, Statutory authorities, 3rd parties or anybody else for damages/losses suffered by them arising out of acts of omissions/commissions by himself, his authorized supervisor or his contract workmen or for any contraventions of statutory provisions and non-discharge of the statutory obligations during the course of execution of the work under his scope.
- 5.2 In case PPL is made to discharge any of these liabilities or any other obligation on behalf of the party, the same shall be recovered from the Security Deposit/ Outstanding Bills of the party without any reference to him.

### 6.0 MATERIAL ISSUED BY PPL

- 6.1 It is the responsibility of the Contractor to collect the materials issued by PPL from the designated storage and transports the same to the work execution site at his cost. For handling hazardous materials, MSDS needs to be maintained & followed properly.
- 6.2 The party shall keep proper records of issues and consumption of all such materials and shall submit weekly reconciliation statement to the concerned PPL authority.
- 6.3 Any surplus material or rejected/scrap should be returned to the designated storage/scrap yard by the party. It is the responsibility of the party to keep the working site clean & tidy.
- 6.4 Any loss or excess consumption beyond the stipulated limits shall be recovered from party's bills.

### 7.0 DOCUMENTS/DRAWINGS

All the technical documents handed over to the party by PPL or their consultants or other party or generated by him in connection with the execution of this contract shall be the property of PPL. None of them shall be passed on to any other person without the consent of PPL.

### 8.0 TOOLS & TACKLES

It shall be the responsibility of the party to arrange all the tools, tackles & safety appliance required for execution of the contract.

### 9.0 WORK PROGRESS & COMPLETION

- 9.1. The party shall submit the daily progress & completion reports of the job along with daily attendance of men-power deployed for certification / verification by the concerned PPL's authority. Without these approved reports progressive bills will not be accepted.
- 9.2. The Work Order/Contract is non-exclusive and may be awarded in part to anybody else at PPL's discretion.
- 9.3. The party shall maintain measurement books and registers as stipulated.
- 9.4. Quantities of any items of work may be increased/decreased/deleted or a new item may be incorporated in the scope. For increase/decrease / deletion, pro-rated price will be applicable and for new item a stipulated or mutually agreed price would be fixed up.

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



### 10.0 CANCELLATION/TERMINATION

10.1 In case of unsatisfactory performance, the work order will be cancelled on one-month notice period.

10.2 In case of any indiscipline, forgery/fraudulent, criminal cases, illegal activities including threatening, non-compliance of statutory provisions, the work order may be cancelled without any prior notice. Wherever required the same will be followed by appropriate legal actions and blacklisting.

### 11.0 FORCE MAJEURE

If at any time during the continuance of this contract either party is unable to perform any of the obligations under this understanding in whole or in part, because of war, hostility, Civil commotion, acts of God & acts of Govt., fires, floods, explosions, epidemics, breakdown of plant & machinery, strikes, lockouts, shortage of raw material or any other act beyond the control of either party then the date of fulfillment of any such commitment shall be postponed during the time, such circumstances are in operation.

If operation of such circumstances exceeds 3 (three) months, either party shall have the right to refuse further performance under this contract.

The party which is unable to perform its part of obligation must within 7 (seven) days of occurrence of any of the causes mentioned in this clause inform in writing to the other party of the existence or termination or the circumstances preventing the performance of this contract.

### 12.0 DISPUTE RESOLUTION

#### For Domestic Contracts/Agreements:

Amicable Settlement: Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either part to an Arbitrator.

Arbitration: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as per the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and Rules framed thereunder, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

### 12.01 DISPUTE RESOLUTION

#### For International Contracts/Agreements:

Amicable Settlement: Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either part to an Arbitrator.

Arbitration: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as per the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and Rules framed thereunder, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation

  
Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



### 13.0 JURISDICTION OF COURT

The Civil Courts of Bhubaneswar & High Court of Orissa shall have the sole & exclusive jurisdiction for adjudication of dispute.

### B. GENERAL SAFETY TERMS & CONDITIONS:

#### 1.1 SAFETY WORK PERMIT

Safety work permit system to be followed up strictly. Job has to be executed by taking "Job authorizing slip" from permiter by the party

#### 2.0 PERSONAL PROTECTION EQUIPMENTS

2.1 Safety apparel and equipments like Helmet, safety belt, gloves, face shields, goggles etc. approved by BIS. shall be provided to workmen as the nature of work warrants.

#### 3.0 WORKING AT SITE

3.1 All work areas shall be kept reasonably clear for easy movement of men and materials. Approach roads shall be reasonably free for easy movement of vehicles. All open trenches, pits and other excavations shall have suitable enclosures and shall be properly identified with caution board and adequately illuminated during the night.

3.2 Temporary water lines shall be so routed as to avoid road crossings and wherever necessary, shall be laid underground, temporary water storage tanks built for construction use shall be properly fenced, wherever necessary.

3.3 Party shall not allow use of structure or equipment erected or under erection on which lifting or tying tackles, ropes impose load which the structures or equipment are not designed to carry safely.

3.4 The performance of the contract in any manner endanger safety or unlawfully interfere with the convenience of other people.

3.5 Party shall ensure that all the supervisors, workmen, welder and electricians, drivers follow the rules and instructions displayed on the board.

#### 4.0 WORKING AT HEIGHT

4.1 Working at height i.e. above 2 meters, wearing of full body harness (double lanyard) is mandatory.

4.2 Workmen working at unsafe elevations, party must provide temporary structures and supports such as scaffolding, ladders, walkways, etc. which shall be adequately strong with adequate passage for safe use. Workmen shall be properly instructed to take necessary precautions and observe safe practices to prevent accidental fall. Safety belts/ life lines shall be used wherever necessary.

4.3 Before deploying new workers at site the party should assess their health condition viz. the person having Epilepsy/ high blood pressure problem should not be deployed in height work.

#### 5.0 SAFETY FOR ELECTRICAL CONTRACTS

5.1 The Contractor to ensure the temporary electrical sub-station, equipment, switch gear, cables & wires lighting, etc. should be installed in accordance with standard electrical practice and should have prior sanction and approval from concerned authorities.

5.2 Temporary cables and wires, including welding cables, water lines should be so routed as not to clutter the work areas and should be high enough not to hinder movement of men, material and vehicles.

5.3 Temporary substations, equipment, switch gear, rectifiers and distribution boards shall be adequately enclosed, duly protected against rain water, suitably earthed properly identified with 'CAUTION BOARDS'. All joints in the temporary wires and cables should be properly insulated.

5.4 All supervisors, workmen, welder and electricians, drivers, vehicles engaged in the work shall possess necessary and valid license/certificate/permit to carry out such work.

5.5 No electric cables in use shall be disturbed and No work must be carried out on any live equipment without prior permission of our engineer.

#### 6.0 TOOLS AND TACKLES

6.1 The Contractor shall ensure that all erection/testing equipment, tools, tackles, apparatus and materials are in good working condition with valid test certificates, fit for the purpose of which they are employed and are calibrated time to time.

#### 7.0 PENALTY

7.1 The Contractor shall comply with the laws, statutory rules, and regulations etc. The party shall obtain all necessary permits/approval from the HSE department, local governing body, police and other concerned authorities as may be required under law.

7.2 In case of violation to safety measures, PPL reserves the right to ban the business/black list the party for award of contracts in future without prejudice to the right to take legal action as may be considered deemed fit.

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation

Authorized Signatory



7.3 Safety Violation Memo (SVM) can be issued where violation of safety rule has been observed resulting into unsafe condition and/or unsafe act, such as;

- Not following SOP
- Non-use of recommended PPEs
- Working without a valid Safety Work permit. (in case applicable)
- Unauthorized driving of vehicle, material handling equipment, crane etc.
- Not adhering to the condition stipulated in the Safety work permit.
- Bypassing/inactivating safety interlocks/safety devices/guards without prior written approval.
- Carrying out acts which can lead to a potential accident.
- Creating unsafe conditions.

1st SVM Penalty of 5,000 to be deducted from the running account/final bill

2nd SVM Penalty of 20,000 to be deducted from the running account/final bill

3rd SVM Based on severity of the safety violation, punishment as deemed fit shall be decided by committee. Minimum 50,000 to be deducted from running account/final bill.

4th SVM Contract will be terminated

#### **Payment Terms :**

95% AGAINST GST INV. + 5% ON ACPT.

**Remarks:**

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

**Signature**

**Designation**

### Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Sub: CS piping works at OSBL for SAP-D Project.

### Reference:

- 1) Our e-mail enquiry dated 20/05/2024.
- 2) Your e-mail enclosed offer dated 24/05/2024.
- 3) E--Auction dated 06/06/2024.
- 4) Final negotiation dated 07/06/2024.
- 5) Various discussions had with you till date for above scope.

### A. SCOPE:

The broad scope of work includes fabrication & erection of CS piping as per approved drawings, Standard/codes & specifications is given as below:

- i) Unloading/Shifting, storage and preservation of Free Issue Materials from PPL Store
- ii) Fabrication includes Marking, Cutting/Edge Preparation, Rolling, Fitup, Welding
- iii) Fabrication & erection of Structural supports
- iv) Fixing of all valves as per drawings
- v) WPS, PQR, WPQT, NDE requirements like RT, UT, DP test as per QAP

SCHEDULE OF QUANTITY & RATES SHALL BE AS PER ABOVE.

Your scope of work shall be as under:

- 1) Unpacking, Loading, shifting / transportation of all materials & accessories from PPL store/fabrication shop to erection site.
- 2) QAP, Hydro Testing Procedure, JSA, erection procedure must be submitted within 3 days from the date of LOI/PO & it will be approved by PPL.
- 3) Job shall be executed as per drawing, specification, item description & instruction of PPL engineer In-charge.
- 4) Fabrication & laying of piping items & it's supports in different locations / elevation as per drawing, specification, SOQ, item description & instruction of PPL engineer In-charge.
- 5) Fixing of valves, bolting of flanges and fixing of anchor bolts/U clamps.
- 6) Arrangement & conduct of Hydro testing/water filling of pipe lines shall be done by vendor as per QAP
- 7) Proper QC documents shall be done as per requirement.
- 8) Providing all types of manpower, tools & tackles, Traillor, Hydra, Equipment's, Safety equipment's, PPE's
- 9) NDE requirements as per approved QAP, Codes & Standards approved by PPL
- 10) Providing all types of welding, consumables, Mother & Portable oven, cutting & grinding wheels, purging gas etc as per project requirements.
- 11) Site supervision for fabrication & quality assurance, supervision for Safe working & quality control
- 12) Dedicated individual site engineers / supervisor / safety officers must have experience of min. 5 years in site execution, quality & safety to be engaged. CV must be submitted to PPL for approval prior to deputation.
- 13) Quality engineer must have level-II certification and safety engineer must have the qualification from reputed safety organization.
- 14) Reconciliation & handover salvageable material to PPL store, shifting of scrap to PPL scrap yard.
- 15) Materials handling from fabrication yard to erection site
- 16) Providing scaffolding at all elevation & location with good quality MS Jallis
- 17) Site modification and welding if required / unless otherwise mentioned
- 18) Contractor shall be responsible for safe custody of material during fabrication.
- 19) Blasting, supply & apply of painting / coating with respect to painting specification. Blasting & Painting shall be as per PPL approved standard.
- 20) Site supervision for fabrication & quality assurance, supervision for Safe working & quality control documentation
- 21) Quality engineer must have level-II certification and safety engineer must have the qualification from reputed safety organization.
- 22) Site office, Fabrication Yard, Temporary Sheds, Scrap Yard arrangements
- 23) Reconciliation & handover salvageable material to PPL store, shifting of scrap-to-scrap yard.
- 24) Complete housekeeping/cleaning of the area including cleaning/removing the debris/scrap/waste and shifting the same/surplus materials to the location specified/shown by the engineer-in-charge shall be carried out by you during & after completion of job. You have to return all the steel scrap / waste materials to PPL store or as designated place by PPL Engineer-in-charge. On regular interval as per instruction of site Engineer-In-Charge reconciliation of the materials to be made. Such statement should be signed by you and our

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Engineer-In-Charge and to be submitted along with your running account (RA) bills for smooth process of your payment.

Based on the Total consumption in MT/Meter, generation of maximum 3% for SS & 5% for CS Returnable accountable scrap is allowed which includes a maximum of 1% of invisible Losses (Burnout, grinding, cutting etc.) In case, the actual generation of Returnable Accountable scrap & invisible losses on overall basis is higher than 3%/5%, then PPL shall back charge the cost as recovery for excess scrap. It shall be therefore the sole responsibility of the Contractor to plan the cutting schedule to control his scrap generation within above limits.

25) Area, quantity and specification mentioned above is Indicative / Tentative. However, you have to work as per the front available at site as per instruction of our Engineer-In-Charge and drawing. Quantity variation is subject to +/-20%. Payment will be made as per actual completion & as certified by our Engineer-In-Charge.

26) PPL reserves the rights to increase / decrease / delete any of the above items as per requirement of the work.

27) Barricading/fencing work of your working area is in your scope.

28) Submission of Billing Break Up per mile stone wise for billing purpose.

### Special Note:

- You shall depute team for KOM (Kick of Meeting) prior to site mobilization.
- You shall deploy required gangs with tools, tackles, Personal Protective Equipment (PPE) related to safety, machineries & hydra, cup lock scaffolding / staging preparation, MS challis, etc. with 7 days prior notice of PPL with TPI/Calibration certificates.
- You shall submit Site organization chart, Fabrication procedure, schedule, ITP, QAP, WPS & PQR within 7 days from the date of receipt of this WO for PPL review & approval.
- Welder to be engaged by Service Provider shall be under gone PPL welder qualification procedure. Qualified welder will only allow doing the job.
- Vendor must submit the last 3 years credentials for PPL review with technical offer.
- All statutory deductions shall be made as per PPL's rule.
- The rate shall be valid for entire execution tenure. No escalation of price / idle charges shall be entertained during this period.
- PPL reserves the rights to increase / decrease / delete any of the above items as per requirement of the work with due notification 15 days.
- PPL shall provide free issue material and vendor must return the balanced unused materials before closure of contract.
- Vendor to quote considering all scope as mentioned above & attached drawing
- Material for temporary fabrication bed shall be provided by PPL as free issue in MT and same shall be returned after completion.
- PPL shall provide Water, Air and Electricity to the nearest location (around 200 mtr), however all arrangement shall be done by Contractor.
- Quality-Inspection will be done by PPL appointed TPI as per approved QAP.
- Vendor to quote considering all scope as mentioned above.
- All drawings, vendor documents shall be provided by PPL in hard form.
- Electrode/Filler make # ESAB/D&H/ADOR
- All equipment must have valid MTC, calibration certificate etc. prior to use.
- Crane/Hydra/Chain Blocks/Lifting tools & tackles must have valid load test certificate prior to use.
- Scaffolding by vendor

### LIST OF DRAWINGS/DOCUMENTS ENCLOSED FOR REFERENCE: Drawings, if required shall be issued in due course.

#### B. SPECIAL TERMS & CONDITIONS:

1. You shall put your best Engineers/Supervisors and skilled labors to execute and complete the job in time to entire satisfaction of our site Engineer-in Charge. You shall work round the clock, in (day & night) shifts whenever required as per site-in charge's instructions & to meet the time schedule. Different group should be mobilized for day & night shift as per requirement.

Site supervision for fabrication & quality assurance, supervision for Safe working & quality control documentation. Supervisors must have 5 years relevant experience and share the resume to PPL for approval prior to deputation at site. Quality Supervisor must have Level-II certified & Safety Supervisor must have certification from valid safety institute.

2. You must provide have experienced ASNT Level-II certified quality engineer having knowledge of QA/QC documentation, Weld visual & smooth coordination capability with PPL Quality engineer and experienced safety engineer. Safety & Quality engineers should be examined by PPL Authorized person before engagement.

I have read all terms & conditions and this contract is hereby accepted.

Date

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# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



3. PPL authority will provide the necessary safety permit for execution of job.
4. Safety Violation Memo (SVM) will be issued to you for any safety violation while carrying out the jobs as per PPL Penalty for unsafe work conditions & practices, may lead to termination of contract at Party's cost, as the case may be.
5. Measurement: All the measurement will be done by you in presence of Job execution engineer & TPI.
6. The RA bill must be signed by both authorized PPL engineer & TPI engineer.
7. Performance Guarantee includes welding materials & workmanship.
8. PPL required following documents while gate entry
  - Health checkup report of individuals (Form 31A enclosed)
  - Vendor Details (Enclosed)
  - PF & ESI registration
  - Recent Photo (2/3 Nos)
  - Valid ID Proof
  - Police Verification Report of each worker
  - Labour License as applicable
9. Each & every worker / supervisor must go through safety induction training after clearing of documents as per point B.8 above.
10. You should submit all required statutory documents (ESI Challan, PF Challan & Wage Statement) of previous month to PPL for gate entry. Non submission of required documents may lead cancellation of contract or restriction for gate entry pass.
11. Running bill of every month must be submitted to user department on 20th day of every month. Non submission of bill on time may lead penalty.
12. Final bill will be routed through P&A department. Non submission of required statutory documents on demand will lead penalty/cancellation/non clearance of Final bill of contract.
13. You shall submit Indemnity Bond along with final bill and other statutory documents on demand before clearance of final bill.
14. You shall follow the General Terms & Condition and General Safety Terms & Condition as per above, if any scope, terms & conditions are not defined properly.
15. You shall contact following authority person in case of any obligation
  - Project: Mr. Goutam Swain (DGM - Projects)
  - Contract: Mr. Chittaranjan Routray (Contract Cell)

### C. LIST OF EQUIPMENT & TENTATIVE WEIGHT:

As per drawing mentioned above.

D. COMPLETION SCHEDULE : Mobilization as per Proj. dept. instruction. Within 2 to 3 months from the date of site clearance.

E. LOCATION: SAP-D Project, PPL Plant

F. DELAY IN START: In the event, the SERVICE PROVIDER does not start the job within 7 days from the date site clearance, the same may be cancelled / terminated prior to any intimation and the security money deposited by the party shall be forfeited.

G. Liquidated Damages (LD) CLAUSE: In the event, of your failure to complete the activity / job as per approved planned schedule / mile stone / completion schedule as above, LD @ 0.5% per week to maximum 5% of total undelivered order value shall be recovered from your bills for the reasons attributable to you only. Zero date shall start from the date of site hand over for LD calculation.

### H. PRICE:

- a. All prices/rates shall be fixed for the duration of the contract period and shall not be subject to escalation of any description whatever.
- b. PPL reserves the right to increase or decrease quantity ( $\pm 20\%$ ) of any item of work or completely delete any item of work. Payment will be made at actual completion & as certified by user.
- c. Supply of Power & Water: Where available, water & electricity in required quantities will be provided by PPL at a point within the site on free of cost basis. In such cases, the contractor shall have to make his own arrangement to pump, meter and distribute the water within the site as required by him. The contractor shall also have to provide temporary but adequate storage facilities for water at his own cost. Similarly, the contractor shall have to arrange for electricity and provide necessary arrangements for distribution of electricity as

I have read all terms & conditions and this contract is hereby accepted.		
Date	Signature	Designation

For Paradeep Phosphates Limited

Authorized Signatory



required for performance of works at various points in the working area. The contractor shall take utmost care and precautions as required for availing of the aforesaid facilities, failing which, he shall pay damages as fixed by the owner.

**I. PAYMENT TERMS:**

1. 95% within 15 days of submission of certified RA bill duly certified by User Dept. HOD along with requisite statutory documents as required.
2. 5% shall be released within 3 months of completion of Defect Liability Period (DLP).
3. GST will be paid extra as applicable. Final bill along with GST deposit challans & other statutory clearance shall be submitted within 30 days from the date of actual completion of job to process the final settlement as per Contract. Failing of document submission will lead to clearance from PPL as well as not releasing of Retention/Security deposit/EMD.

**J. DEFECT LIABILITY PERIOD (DLP):**

The CONTRACTOR warrants the quality of work as per Tender Document for a period of 12 (twelve) months from the date of certification of Final Bill, against defective materials, poor workmanship. In case of the said work shows any defect arising out of defective material and/or poor workmanship during the defect liability period, the CONTRACTOR shall take immediate step for rectification within 7 (seven) days of observance of such defect, free of all cost to the PPL against written communication to that effect and failing which PPL shall have the option to carry out the rectification / replacement at the risk and cost of the CONTRACTOR and recover the expenses from the CONTRACTOR's dues with PPL, if any, and/or from Retention Money and/or other means, as deemed fit.

**K. CONTRACTOR'S DEFAULT:** If the contractor shall fail or neglect to execute the works with all due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Owner, in connection with the works or shall contravene the provisions of the contract, the Owner may give notice in writing to the contractor to make good such failure, neglect or contraventions. Should the contractor fail to comply with the notice within the time specified in the notice, then the Owner shall be liberty forthwith to execute such part of the works as the contractor may have failed or neglected to execute without prejudice to any other rights the Owner may have under the contract and to take the work wholly or in part out of the contractor's hand and contract with any other person at the cost and expense of the contractor to complete the works or any part thereof and in that event the owner shall have the fee use of all contractor's equipment and other things that may be available at any time on the site in connection with the works, without being responsible to the contractor for wear & tear, thereof and the owner shall, without prejudice to owner's rights and remedies, be entitled to retain any balance of contract price which be otherwise due to the works done under the contract to the contractor or such part thereof as may be necessary to the payment of the cost of executing the said part of the works or of completing the job as the case may be and for meeting claims of third parties against the owner and arising from or in consequence of the contractor's failure, neglect refusal or contravention as aforesaid if the cost of completing the works or executing a part thereof or of meeting claims of third parties as aforesaid shall exceed the balance due to the contractor as described above, the contractor shall immediately pay such excess to the owner in respect of the money spent.

**L. (i) Liability for Accident Damage and Insurance:** (a) The Contractor shall properly cover up and protect all parts of the Works, materials, tools and equipments liable to damage/injury by any cause and shall take every reasonable precaution against accident or injury to the works from any cause, (b) The contractor shall observe safety rules as required by any Law/Regulation. The owner has the right to object to unsafe practice followed by the contractor and direct him to carry out the job in a manner considered safe. The contractor shall be solely responsible for the consequence arising out of non-compliance or violation of safety rules/regulation. (c) The contractor shall take an ALL RISK type Insurance Policy against third party liabilities under the contract, covering the interest of the Owner. The contractor shall be solely responsible for any loss of damage of any nature arising out of or in connection with the execution of the works not covered under such policy/policies and shall indemnify the Owner in respect of any such claim. (d) The contractor shall be responsible for workmen's compensation, insurance and all other statutory requirements in regard to the personnel in the contractor's employment.

**(ii) Automobile Liability Insurance:** (a) The contractor should take this policy for all motor vehicles, owned, hired or used for performance of the work. (b) The contractor shall hold the own harmless from any and all claims for injury to or death of any person or for damage to our destruction of any property resulting from any and all acts omission of the contractor, its agents and employees.

**M. STATUTORY AND OTHER REGULATIONS:** The contractor shall in all matters arising in the performance of the contract be responsible for fulfilling the requirements of all the statutory provisions of minimum wages Act, Provident Fund Act, E.S.I. Act, Bonus Act, Gratuity I.D. Act and all other labour and industrial enactments at his cost and risks in respect of all staff employed by him. If for any reasons, whatsoever, PPL is made liable to any liabilities under any of the said enactments etc. all the liabilities shall be recovered by

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For Paradeep Phosphates Limited

Date

Signature

Designation

  
Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



PPL from the dues payable to the contractor with and from the Security Deposit of the contractor with PPL, (2) Within the meaning of para (g) (V) of the contractor labour (Regulation & Abolition) Act 1970, the contractor shall be fully responsible for the supervision and control of his establishment at the work site and the contractor hereby agrees that he shall register himself as the "#Principal Employer" within the meaning of contract labour (Regulation & Abolition) Act, 1970 with one week of issue of this work order. (3) The contractor shall not in performance of the contract/work order in any manner endanger the safety or unlawfully interfere with the convenience of the public. The contractors shall maintain such records and registers specified under different labour laws and produce the same on requisition by the management to its officers so authorized.

### N. Termination of Contract:

PPL reserves the right to cancel / terminate, amend or modify the Contract in part or full with immediate effect and award the same to a second or more CONTRACTOR(s) primary at your risk and cost due to the following reasons:

- a. If your labourers or any of your representatives are found carrying any material belonging to PPL with them while leaving PPL premises, You will be liable for legal action and this contract may be terminated without any notice. If any theft or damage occurs to PPL property in the area where your employees are stationed, you will be held liable for such theft / damage & the cost of the same will be recovered from your dues.
- b. Non-performance of Works as per agreed Bar Chart, Milestones and quality.
- c. You indulge into activities such as boycott of works; calling strikes to stop work, etc that will hamper the progress of work at site.
- d. Not disbursing payment to the contract labourers / mazdoors / Workmen leading work stoppage at site.
- e. Non-compliance of rules & regulations stipulated in this Works Contract.
- f. Violation of any terms & conditions of the contract & /or ignores the instructions of the company or Engineer-In-Charge
- g. If any forged/fake documents are submitted by you, contract will be terminated and their business dealings with PPL will be banned.
- h. Consumption of Drugs and Alcohol by Contract labourers / mazdoors / Workmen while working inside PPL premises and in turn creating disturbance at site leading to work stoppage at site, PPL office and of other neighboring contractors.
- i. Safety Violations by Contractor or their labourers.

Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in the law of premise or any part thereof by PPL you or your employees and you and his employees shall vacate the same and handover all the furniture, fixtures, goods, materials, etc. in good condition on the termination of the agreement period either by serving notice period. On termination of the contract by PPL for any reason whatsoever, PPL shall be entitled to engage the services of any other person, agency or contractor to meet its requirement, without prejudice to its rights including claim for damages against you.

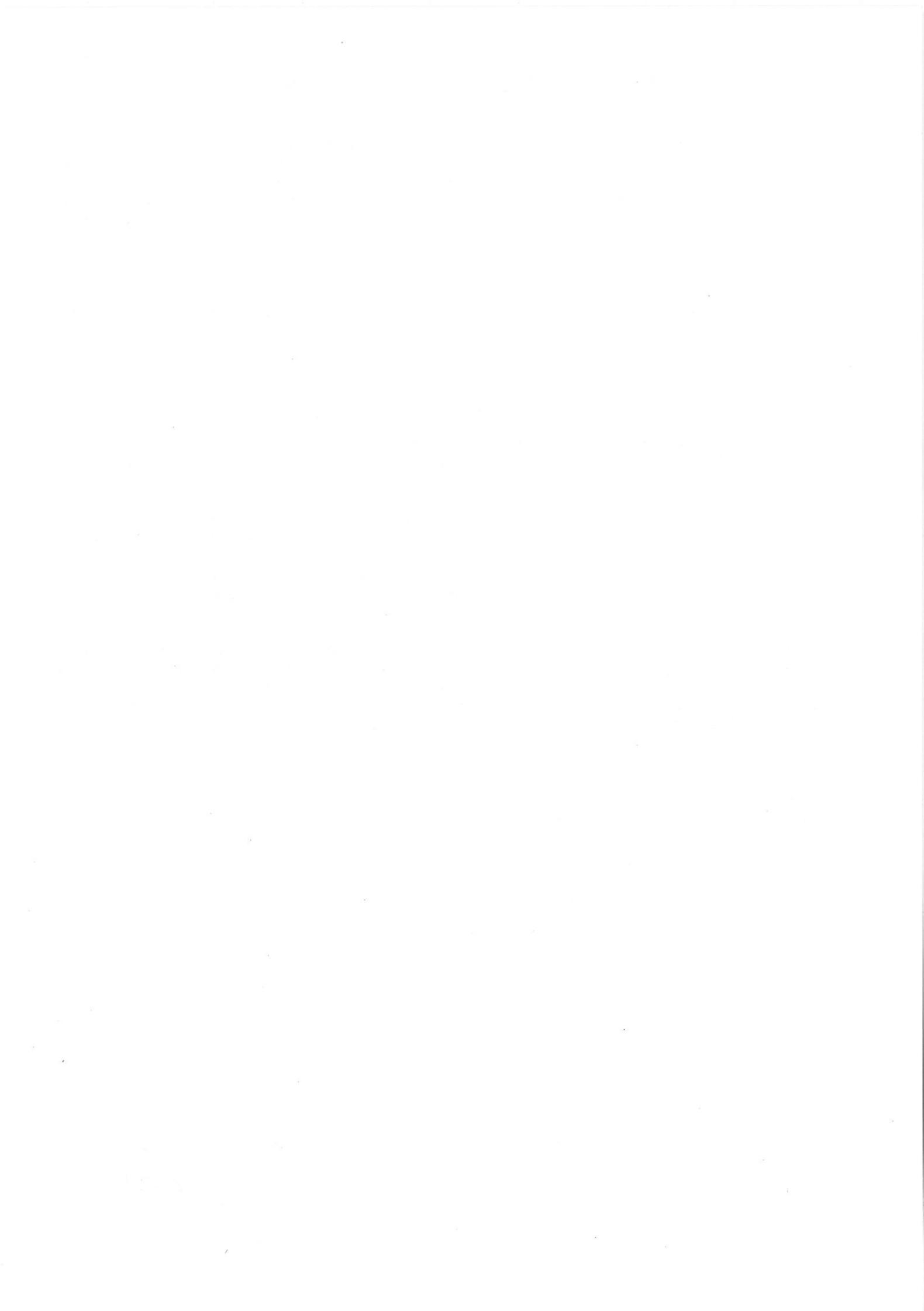
PPL decision on such matters will be final and binding on you.

PPL will back charge or recover any LoP (Loss of Profit) incurred due the above reasons from your bills. LoP would be calculated as per standard loss in the presence of your representative(s) & PPL.

I have read all terms & conditions and this contract is hereby accepted.		
Date	Signature	Designation

For Paradeep Phosphates Limited

Authorized Signatory





# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Regd. Office:  
 Bayan Bhavan, PT Jawaharlal Nehru Marg  
 ,Bhubaneswar, Bhubaneswar, 751001  
 Tel No : 0674-2393931, Fax : 91-674-2398631/2391669  
 CST Reg. No.:21371300177, ECC :AABCP3276DXM001  
 TIN No. : 21371300177, PAN No. :AABCP3276D  
 CIN :L24129OR1981PLC001020,

Order No. : 5500007397	Date : 19.06.2024
Buyer : Chittaranjan R	
Enq.No. :	Date:
Qtn. Ref :	Dated:
Indentor :	
Indent Ref : 1600003275	Contractor : 812226

To:  
 FRIENDS ENGINEERING  
 , KANDALPUR KAKATPUR, ,,, PURI, 752108, Orissa,  
 INDIA  
 GSTIN :21CCZPS9499G2ZG  
 Phone No. :9938495742, Extn. :  
 Fax : , E-mail :friendsengg1985@gmail.com

Please Deliver To,  
 PPL - Central Stores  
 Paradeep Phosphates Ltd.,  
 PPL Township,PARADEEP, 754145,INDIA  
 GSTIN :21AABCP3276D1ZW

Valid From: 19.06.2024 Valid To: 21.09.2024

Contract Target Value-INR. 1,913,068.00 (NINETEEN LAKH THIRTEEN THOUSAND SIXTY EIGHT ONLY)

Sl. NO.	Job Description	Quantity/ Unit	Rate	Discount
1	SS Piping works at OSBL for SAP-D			
1. 1	Fab of SS 304L Pipe above 6" SAC - ( )	1776.000 IND	310.00	
	Tax : CGST 9% + SGST 9% - Input Cr			
1. 2	Ere of SS 304L Pipe above 6" SAC - ( )	5448.000 INM	146.00	
	Tax : CGST 9% + SGST 9% - Input Cr			
1. 3	Fab of SS 316L pipe upto 4" size SAC - ( )	480.000 IND	320.00	
	Tax : CGST 9% + SGST 9% - Input Cr			
1. 4	Ere of SS 316L pipe upto 4" size SAC - ( )	1920.000 INM	150.00	
	Tax : CGST 9% + SGST 9% - Input Cr			
1. 5	Steel structures Fab & Ere. withpaintin SAC - ( )	5.000 MT	25,100.00	
	Tax : CGST 9% + SGST 9% - Input Cr Steel structures Fab & Erection with painting			

### A. GENERAL TERMS AND CONDITIONS OF CONTRACT.

#### 1.0 GENERAL

i. Following terms & conditions stipulating responsibilities and obligations on the part of the Contractor while executing the work under his scope, form an integral part of all the Work Orders/Contracts issued, except those that are specifically and explicitly mentioned otherwise in the Work Order/Contract.

ii. This Work Order/Contract along with all Annexure, Appendices when properly signed for by the authorized signatory will be the only document, which will be recognized as binding. No other terms signed by the party in quoting or acknowledging this work order/contract shall be binding upon PPL.

#### 2.0 STATUTORY

2.1 It is the sole responsibility of the Contractor to comply with all the provisions and fulfill all the statutory obligations under various status applicable from time to time. These would include the following and any other statute enactments of Govt. of Orissa or Govt. of

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation

  
Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



India and rules made there under issued from time to time.

- Contract Labour (R&A) Act & Conditions of Service.
- Payment of Wages /minimum wages Act and rules framed there under,
- The Provident Fund & Miscellaneous Provision Act
- The Payment of Bonus Act
- The ESI Act
- The Workmen Compensation Act.
- Payment of Gratuity Act
- Industrial Dispute Act & other statue under various labour law applicable from time to time.
- GST registration.

2.2 It is the responsibility of the Contractor to obtain the required license from the Labour Department and to ensure its validity during the entire tenure of the contract. PPL will issue required forms for this purpose as per provisions under C.L (R&A) Act Odisha rule made there under.

2.3 PPL is an Integrated Management System (IMS) Certified (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018) Company & follows all applicable Rules, Regulations & Procedures required for IMS. As a working partner of PPL, the Service Provider shall adhere to IMS Policy of PPL on Quality, Safety, Health & Environment (SHE). The relevant policies can be seen at our website [www.paradeephosphates.com](http://www.paradeephosphates.com).

### 3.0 DIRECT EMPLOYER

3.1 The Contractor shall not engage children below 18 years, aged, disabled or handicapped contract workmen.

3.2 None of the contract workmen/Union or any agency engaged by the party shall have the right to demand provision of continuous work or stake any claim for absorption on the permanent rolls of the company.

3.3 Sub-Contract:

- The Contractor shall not engage any sub-contractor for executing the work under his scope without PPL's written approval/authorization.
- The Party and the sub-contractor shall be severally and jointly responsible for fulfilling all their obligations stipulated in the contract.

### 4.0 SUPERVISION

4.1 The Contractor shall provide full time proper and adequate supervision over all the contract workmen engaged for the works carried out under his scope.

4.2 It is the responsibility of the party to ensure that the contract workmen engaged by him comply with all the rules and regulations in vogue at the factory, follow the discipline & decorum, working hours, shift timings and safety practices as stipulated from time to time, by PPL, and are liable for search and frisking at the entry gate.

4.3 It shall be the responsibility of the party to ensure safety & safe working of his contract workmen and for safety of PPL's equipment and property and that of the 3rd party within the factory premises. Party shall at his cost provide all the necessary safety gear/appliances of ISI marked to all contract workmen engaged by him for executing the work under his scope.

### 5.0 INDEMNITY

5.1 The Contractor shall indemnify PPL and keep indemnified against all damages, claims by his contract workmen, Unions, Government, Statutory authorities, 3rd parties or anybody else for damages/losses suffered by them arising out of acts of omissions/commissions by himself, his authorized supervisor or his contract workmen or for any contraventions of statutory provisions and non-discharge of the statutory obligations during the course of execution of the work under his scope.

5.2 In case PPL is made to discharge any of these liabilities or any other obligation on behalf of the party, the same shall be recovered from the Security Deposit/ Outstanding Bills of the party without any reference to him.

### 6.0 MATERIAL ISSUED BY PPL

6.1 It is the responsibility of the Contractor to collect the materials issued by PPL from the designated storage and transports the same to the work execution site at his cost. For handling hazardous materials, MSDS needs to be maintained & followed properly.

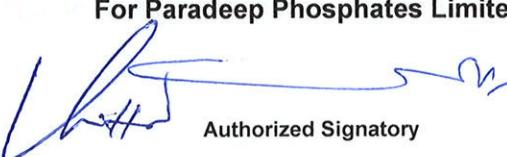
6.2 The party shall keep proper records of issues and consumption of all such materials and shall submit weekly reconciliation statement to the concerned PPL authority.

6.3 Any surplus material or rejected/scrap should be returned to the designated storage/scrap yard by the party. It is the responsibility of the party to keep the working site clean & tidy.

6.4 Any loss or excess consumption beyond the stipulated limits shall be recovered from party's bills.

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date	Signature	Designation		Authorized Signatory
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# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



### 7.0 DOCUMENTS/DRAWINGS

All the technical documents handed over to the party by PPL or their consultants or other party or generated by him in connection with the execution of this contract shall be the property of PPL. None of them shall be passed on to any other person without the consent of PPL.

### 8.0 TOOLS & TACKLES

It shall be the responsibility of the party to arrange all the tools, tackles & safety appliance required for execution of the contract.

### 9.0 WORK PROGRESS & COMPLETION

- 9.1. The party shall submit the daily progress & completion reports of the job along with daily attendance of men-power deployed for certification / verification by the concerned PPL's authority. Without these approved reports progressive bills will not be accepted.
- 9.2. The Work Order/Contract is non-exclusive and may be awarded in part to anybody else at PPL's discretion.
- 9.3. The party shall maintain measurement books and registers as stipulated.
- 9.4. Quantities of any items of work may be increased/decreased/deleted or a new item may be incorporated in the scope. For increase/decrease / deletion, pro-rated price will be applicable and for new item a stipulated or mutually agreed price would be fixed up.

### 10.0 CANCELLATION/TERMINATION

10.1 In case of unsatisfactory performance, the work order will be cancelled on one-month notice period.

10.2 In case of any indiscipline, forgery/fraudulent, criminal cases, illegal activities including threatening, non-compliance of statutory provisions, the work order may be cancelled without any prior notice. Wherever required the same will be followed by appropriate legal actions and blacklisting.

### 11.0 FORCE MAJEURE

If at any time during the continuance of this contract either party is unable to perform any of the obligations under this understanding in whole or in part, because of war, hostility, Civil commotion, acts of God & acts of Govt., fires, floods, explosions, epidemics, breakdown of plant & machinery, strikes, lockouts, shortage of raw material or any other act beyond the control of either party then the date of fulfillment of any such commitment shall be postponed during the time, such circumstances are in operation.

If operation of such circumstances exceeds 3 (three) months, either party shall have the right to refuse further performance under this contract.

The party which is unable to perform its part of obligation must within 7 (seven) days of occurrence of any of the causes mentioned in this clause inform in writing to the other party of the existence or termination or the circumstances preventing the performance of this contract.

### 12.0 DISPUTE RESOLUTION

#### For Domestic Contracts/Agreements:

Amicable Settlement: Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either party to an Arbitrator.

Arbitration: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as per the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and Rules framed thereunder, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

#### 12.01 DISPUTE RESOLUTION

I have read all terms & conditions and this contract is hereby accepted.			For Paradeep Phosphates Limited
Date	Signature	Designation	 Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



For International Contracts/Agreements:

**Amicable Settlement:** Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either part to an Arbitrator.

**Arbitration:** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as per the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and Rules framed thereunder, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

### 13.0 JURISDICTION OF COURT

The Civil Courts of Bhubaneswar & High Court of Orissa shall have the sole & exclusive jurisdiction for adjudication of dispute.

### B. GENERAL SAFETY TERMS & CONDITIONS:

#### 1.1 SAFETY WORK PERMIT

Safety work permit system to be followed up strictly. Job has to be executed by taking "Job authorizing slip" from permiter by the party

#### 2.0 PERSONAL PROTECTION EQUIPMENTS

2.1 Safety apparel and equipments like Helmet, safety belt, gloves, face shields, goggles etc. approved by BIS. shall be provided to workmen as the nature of work warrants.

#### 3.0 WORKING AT SITE

3.1 All work areas shall be kept reasonably clear for easy movement of men and materials. Approach roads shall be reasonably free for easy movement of vehicles. All open trenches, pits and other excavations shall have suitable enclosures and shall be properly identified with caution board and adequately illuminated during the night.

3.2 Temporary water lines shall be so routed as to avoid road crossings and wherever necessary, shall be laid underground, temporary water storage tanks built for construction use shall be properly fenced, wherever necessary.

3.3 Party shall not allow use of structure or equipment erected or under erection on which lifting or tying tackles, ropes impose load which the structures or equipment are not designed to carry safely.

3.4 The performance of the contract in any manner endanger safety or unlawfully interfere with the convenience of other people.

3.5 Party shall ensure that all the supervisors, workmen, welder and electricians, drivers follow the rules and instructions displayed on the board.

#### 4.0 WORKING AT HEIGHT

4.1 Working at height i.e. above 2 meters, wearing of full body harness (double lanyard) is mandatory.

4.2 Workmen working at unsafe elevations, party must provide temporary structures and supports such as scaffolding, ladders, walkways, etc. which shall be adequately strong with adequate passage for safe use. Workmen shall be properly instructed to take necessary precautions and observe safe practices to prevent accidental fall. Safety belts/ life lines shall be used wherever necessary.

4.3 Before deploying new workers at site the party should assess their health condition viz. the person having Epilepsy/ high blood pressure problem should not be deployed in height work.

#### 5.0 SAFETY FOR ELECTRICAL CONTRACTS

5.1 The Contractor to ensure the temporary electrical sub-station, equipment, switch gear, cables & wires lighting, etc. should be installed in accordance with standard electrical practice and should have prior sanction and approval from concerned authorities.

5.2 Temporary cables and wires, including welding cables, water lines should be so routed as not to clutter the work areas and should be high enough not to hinder movement of men, material and vehicles.

5.3 Temporary substations, equipment, switch gear, rectifiers and distribution boards shall be adequately enclosed, duly protected

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited



Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



against rain water, suitably earthed properly identified with 'CAUTION BOARDS'. All joints in the temporary wires and cables should be properly insulated.

5.4 All supervisors, workmen, welder and electricians, drivers, vehicles engaged in the work shall possess necessary and valid license/certificate/permit to carry out such work.

5.5 No electric cables in use shall be disturbed and No work must be carried out on any live equipment without prior permission of our engineer.

### 6.0 TOOLS AND TACKLES

6.1 The Contractor shall ensure that all erection/testing equipment, tools, tackles, apparatus and materials are in good working condition with valid test certificates, fit for the purpose of which they are employed and are calibrated time to time.

### 7.0 PENALTY

7.1 The Contractor shall comply with the laws, statutory rules, and regulations etc. The party shall obtain all necessary permits/approval from the HSE department, local governing body, police and other concerned authorities as may be required under law.

7.2 In case of violation to safety measures, PPL reserves the right to ban the business/black list the party for award of contracts in future without prejudice to the right to take legal action as may be considered deemed fit.

7.3 Safety Violation Memo (SVM) can be issued where violation of safety rule has been observed resulting into unsafe condition and/or unsafe act, such as;

- Not following SOP
- Non-use of recommended PPEs
- Working without a valid Safety Work permit. (in case applicable)
- Unauthorized driving of vehicle, material handling equipment, crane etc.
- Not adhering to the condition stipulated in the Safety work permit.
- Bypassing/inactivating safety interlocks/safety devices/guards without prior written approval.
- Carrying out acts which can lead to a potential accident.
- Creating unsafe conditions.

1st SVM Penalty of 5,000 to be deducted from the running account/final bill

2nd SVM Penalty of 20,000 to be deducted from the running account/final bill

3rd SVM Based on severity of the safety violation, punishment as deemed fit shall be decided by committee. Minimum 50,000 to be deducted from running account/final bill.

4th SVM Contract will be terminated.

### Payment Terms :

95% AGAINST GST INV.+ 5% ON ACPT.

### Remarks:

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation



Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Sub: SS piping works at OSBL for SAP-D Project.

Reference:

- 1) Our e-mail enquiry dated 20/05/2024.
- 2) Your e-mail enclosed offer dated 24/05/2024.
- 3) E--Auction dated 06/06/2024.
- 4) Final price vide e-mail dated 14/06/2024.
- 5) Various discussions had with you till date for above scope.

A. SCOPE:

The broad scope of work includes fabrication & erection of SS piping as per approved drawings, Standard/codes & specifications is given as below:

- i) Unloading/Shifting, storage and preservation of Free Issue Materials from PPL Store
- ii) Fabrication & erection including Marking, Cutting/Edge Preparation, Rolling, Fitup, Welding
- iii) Fabrication & erection of Structural supports
- iv) WPS, PQR, WPQT, NDE requirements like RT, UT, DP test as per QAP.

SCHEDULE OF QUANTITY & RATES SHALL BE AS PER ABOVE.

Your scope of work shall be as under:

- 1) Unpacking, Loading, shifting / transportation of all materials & accessories from PPL store/fabrication shop to erection site.
- 2) QAP, Hydro Testing Procedure, JSA, erection procedure must be submitted within 3 days from the date of LOI/PO & it will be approved by PPL.
- 3) Job shall be executed as per drawing, specification, item description & instruction of PPL engineer In-charge
- 4) Fabrication & laying of piping items & it's supports in different locations / elevation as per drawing, specification, SOQ, item description & instruction of PPL engineer In-charge.
- 5) Fixing of valves, bolting of flanges and fixing of anchor bolts/U clamps.
- 6) Arrangement & conduct of Hydro testing/water filling of pipe lines shall be done by vendor as per QAP
- 7) Proper QC documents shall be done as per requirement.
- 8) Providing all types of manpower, tools & tackles, Tailor, Hydra, Equipment's, Safety equipment's, PPE's
- 9) NDE requirements as per approved QAP, Codes & Standards approved by PPL
- 10) Providing all types of welding, consumables, Mother & Portable oven, cutting & grinding wheels, purging gas etc as per project requirements.
- 11) Site supervision for fabrication & quality assurance, supervision for Safe working & quality control
- 12) Dedicated individual site engineers / supervisor / safety officers must have experience of min. 5 years in site execution, quality & safety to be engaged. CV must be submitted to PPL for approval prior to deputation.
- 13) Quality engineer must have level-II certification and safety engineer must have the qualification from reputed safety organization.
- 14) Reconciliation & handover salvageable material to PPL store, shifting of scrap to PPL scrap yard.
- 15) Materials handling from fabrication yard to erection site
- 16) Providing scaffolding at all elevation & location with good quality MS Jallis
- 17) Site modification and welding if required / unless otherwise mentioned
- 18) Contractor shall be responsible for safe custody of material during fabrication.
- 19) Blasting, supply & apply of painting / coating with respect to painting specification. Blasting & Painting shall be as per PPL approved standard.
- 20) Site supervision for fabrication & quality assurance, supervision for Safe working & quality control documentation
- 21) Quality engineer must have level-II certification and safety engineer must have the qualification from reputed safety organization.
- 22) Site office, Fabrication Yard, Temporary Sheds, Scrap Yard arrangements
- 23) Reconciliation & handover salvageable material to PPL store, shifting of scrap-to-scrap yard.
- 24) Complete housekeeping/cleaning of the area including cleaning/removing the debris/scrap/waste and shifting the same/surplus materials to the location specified/shown by the engineer-in-charge shall be carried out by you during & after completion of job. You have to return all the steel scrap / waste materials to PPL store or as designated place by PPL Engineer-in-charge. On regular interval as per instruction of site Engineer-In-Charge reconciliation of the materials to be made. Such statement should be signed by you and our Engineer-In-Charge and to be submitted along with your running account (RA) bills for smooth process of your payment.

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation



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# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Based on the Total consumption in MT/Meter, generation of maximum 3% for SS & 5% for CS Returnable accountable scrap is allowed which includes a maximum of 1% of invisible Losses (Burnout, grinding, cutting etc.) In case, the actual generation of Returnable Accountable scrap & invisible losses on overall basis is higher than 3%/5%, then PPL shall back charge the cost as recovery for excess scrap. It shall be therefore the sole responsibility of the Contractor to plan the cutting schedule to control his scrap generation within above limits.

25) Area, quantity and specification mentioned above is Indicative / Tentative. However, you have to work as per the front available at site as per instruction of our Engineer-In-Charge and drawing. Quantity variation is subject to +/-20%. Payment will be made as per actual completion & as certified by our Engineer-In-Charge.

26) PPL reserves the rights to increase / decrease / delete any of the above items as per requirement of the work.

27) Barricading/fencing work of your working area is in your scope.

28) Submission of Billing Break Up per mile stone wise for billing purpose.

### Special Note:

- You shall depute team for KOM (Kick of Meeting) prior to site mobilization.
- You shall deploy required gangs with tools, tackles, Personal Protective Equipment (PPE) related to safety, machineries & hydra, cup lock scaffolding / staging preparation, MS challis, etc. with 7 days prior notice of PPL with TPI/Calibration certificates.
- You shall submit Site organization chart, Fabrication procedure, schedule, ITP, QAP, WPS & PQR within 7 days from the date of receipt of this WO for PPL review & approval.
- Welder to be engaged by Service Provider shall be under gone PPL welder qualification procedure. Qualified welder will only allow doing the job.
- Vendor must submit the last 3 years credentials for PPL review with technical offer.
- All statutory deductions shall be made as per PPL's rule.
- The rate shall be valid for entire execution tenure. No escalation of price / idle charges shall be entertained during this period.
- PPL reserves the rights to increase / decrease / delete any of the above items as per requirement of the work with due notification 15 days.
- PPL shall provide free issue material and vendor must return the balanced unused materials before closure of contract.
- Vendor to quote considering all scope as mentioned above & attached drawing
- Material for temporary fabrication bed shall be provided by PPL as free issue in MT and same shall be returned after completion.
- PPL shall provide Water, Air and Electricity to the nearest location (around 200 mtr), however all arrangement shall be done by Contractor.
- Quality-Inspection will be done by PPL appointed TPI as per approved QAP.
- All drawings, vendor documents shall be provided by PPL in hard form.
- Electrode/Filler make # ESAB/D&H/ADOR
- Welding process # 100% TIG welding, vendor to quote accordingly
- All equipment must have valid MTC, calibration certificate etc. prior to use.
- Hydra/Chain Blocks/Lifting tools & tackles must have valid load test certificate prior to use.
- Scaffolding by vendor

### LIST OF DRAWINGS/DOCUMENTS ENCLOSED FOR REFERENCE: Drawings, if required shall be issued in due course.

#### B. SPECIAL TERMS & CONDITIONS:

1. You shall put your best Engineers/Supervisors and skilled labors to execute and complete the job in time to entire satisfaction of our site Engineer-in # Charge. You shall work round the clock, in (day & night) shifts whenever required as per site-in charge's instructions & to meet the time schedule. Different group should be mobilized for day & night shift as per requirement.

Site supervision for fabrication & quality assurance, supervision for Safe working & quality control documentation. Supervisors must have 5 years relevant experience and share the resume to PPL for approval prior to deputation at site. Quality Supervisor must have Level-II certified & Safety Supervisor must have certification from valid safety institute.

2. You must provide have experienced ASNT Level-II certified quality engineer having knowledge of QA/QC documentation, Weld visual & smooth coordination capability with PPL Quality engineer and experienced safety engineer. Safety & Quality engineers should be examined by PPL Authorized person before engagement.

3. PPL authority will provide the necessary safety permit for execution of job.

I have read all terms & conditions and this contract is hereby accepted.		
Date	Signature	Designation

For Paradeep Phosphates Limited



Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



4. Safety Violation Memo (SVM) will be issued to you for any safety violation while carrying out the jobs as per PPL Penalty for unsafe work conditions & practices, may lead to termination of contract at Party's cost, as the case may be.
5. Measurement: All the measurement will be done by you in presence of Job execution engineer & TPI.
6. The RA bill must be signed by both authorized PPL engineer & TPI engineer.
7. Performance Guarantee includes welding materials & workmanship.
8. PPL required following documents while gate entry
- Health checkup report of individuals (Form 31A enclosed)
- Vendor Details (Enclosed)
- PF & ESI registration
- Recent Photo (2/3 Nos)
- Valid ID Proof
- Police Verification Report of each worker
- Labour License as applicable
9. Each & every worker / supervisor must go through safety induction training after clearing of documents as per point B.8 above.
10. You should submit all required statutory documents (ESI Challan, PF Challan & Wage Statement) of previous month to PPL for gate entry. Non submission of required documents may lead cancellation of contract or restriction for gate entry pass.
11. Running bill of every month must be submitted to user department on 20th day of every month. Non submission of bill on time may lead penalty.

12. Final bill will be routed through P&A department. Non submission of required statutory documents on demand will lead penalty/cancellation/non clearance of Final bill of contract.
13. You shall submit Indemnity Bond along with final bill and other statutory documents on demand before clearance of final bill.
14. You shall follow the General Terms & Condition and General Safety Terms & Condition as per above, if any scope, terms & conditions are not defined properly.
15. You shall contact following authority person in case of any obligation
- Project: Mr. Goutam Swain (DGM - Projects)
- Contract: Mr. Chittaranjan Routray (Contract Cell)

### C. LIST OF EQUIPMENT & TENTATIVE WEIGHT:

As per drawing mentioned above.

### D. COMPLETION SCHEDULE : Mobilization as per Proj. dept. instruction. Within 2 to 3 months from the date of site clearance.

### E. LOCATION: SAP-D Project, PPL Plant

### F. DELAY IN START: In the event, the SERVICE PROVIDER does not start the job within 7 days from the date site clearance, the same may be cancelled / terminated prior to any intimation and the security money deposited by the party shall be forfeited.

### G. Liquidated Damages (LD) CLAUSE: In the event, of your failure to complete the activity / job as per approved planned schedule / mile stone / completion schedule as above, LD @ 0.5% per week to maximum 5% of total undelivered order value shall be recovered from your bills for the reasons attributable to you only. Zero date shall start from the date of site hand over for LD calculation.

### H. PRICE:

- a. All prices/rates shall be fixed for the duration of the contract period and shall not be subject to escalation of any description whatever.
- b. PPL reserves the right to increase or decrease quantity ( $\pm 20\%$ ) of any item of work or completely delete any item of work. Payment will be made at actual completion & as certified by user.
- c. Supply of Power & Water: Where available, water & electricity in required quantities will be provided by PPL at a point within the site on free of cost basis. In such cases, the contractor shall have to make his own arrangement to pump, meter and distribute the water within the site as required by him. The contractor shall also have to provide temporary but adequate storage facilities for water at his own cost. Similarly, the contractor shall have to arrange for electricity and provide necessary arrangements for distribution of electricity as required for performance of works at various points in the working area. The contractor shall take utmost care and precautions as

I have read all terms & conditions and this contract is hereby accepted.

For Paradeep Phosphates Limited

Date

Signature

Designation

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



required for availing of the aforesaid facilities, failing which, he shall pay damages as fixed by the owner.

### I. PAYMENT TERMS:

1. 95% within 15 days of submission of certified RA bill duly certified by User Dept. HOD along with requisite statutory documents as required.
2. 5% shall be released within 3 months of completion of Defect Liability Period (DLP).
3. GST will be paid extra as applicable. Final bill along with GST deposit challans & other statutory clearance shall be submitted within 30 days from the date of actual completion of job to process the final settlement as per Contract. Failing of document submission will lead to clearance from PPL as well as not releasing of Retention/Security deposit/EMD.

### J. DEFECT LIABILITY PERIOD (DLP):

The CONTRACTOR warrants the quality of work as per Tender Document for a period of 12 (twelve) months from the date of certification of Final Bill, against defective materials, poor workmanship. In case of the said work shows any defect arising out of defective material and/or poor workmanship during the defect liability period, the CONTRACTOR shall take immediate step for rectification within 7 (seven) days of observance of such defect, free of all cost to the PPL against written communication to that effect and failing which PPL shall have the option to carry out the rectification / replacement at the risk and cost of the CONTRACTOR and recover the expenses from the CONTRACTOR's dues with PPL, if any, and/or from Retention Money and/or other means, as deemed fit.

**K. CONTRACTOR'S DEFAULT:** If the contractor shall fail or neglect to execute the works with all due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Owner, in connection with the works or shall contravene the provisions of the contract, the Owner may give notice in writing to the contractor to make good such failure, neglect or contraventions. Should the contractor fail to comply with the notice within the time specified in the notice, then the Owner shall be liberty forthwith to execute such part of the works as the contractor may have failed or neglected to execute without prejudice to any other rights the Owner may have under the contract and to take the work wholly or in part out of the contractor's hand and contract with any other person at the cost and expense of the contractor to complete the works or any part thereof and in that event the owner shall have the fee use of all contractor's equipment and other things that may be available at any time on the site in connection with the works, without being responsible to the contractor for wear & tear, thereof and the owner shall, without prejudice to owner's rights and remedies, be entitled to retain any balance of contract price which be otherwise due to the works done under the contract to the contractor or such part thereof as may be necessary to the payment of the cost of executing the said part of the works or of completing the job as the case may be and for meeting claims of third parties against the owner and arising from or in consequence of the contractor's failure, neglect refusal or contravention as aforesaid if the cost of completing the works or executing a part thereof or of meeting claims of third parties as aforesaid shall exceed the balance due to the contractor as described above, the contractor shall immediately pay such excess to the owner in respect of the money spent.

**L. (i) Liability for Accident Damage and Insurance:** (a) The Contractor shall properly cover up and protect all parts of the Works, materials, tools and equipments liable to damage/injury by any cause and shall take every reasonable precaution against accident or injury to the works from any cause, (b) The contractor shall observe safety rules as required by any Law/Regulation. The owner has the right to object to unsafe practice followed by the contractor and direct him to carry out the job in a manner considered safe. The contractor shall be solely responsible for the consequence arising out of non-compliance or violation of safety rules/regulation. (c) The contractor shall take an ALL RISK type Insurance Policy against third party liabilities under the contract, covering the interest of the Owner. The contractor shall be solely responsible for any loss of damage of any nature arising out of or in connection with the execution of the works not covered under such policy/policies and shall indemnify the Owner in respect of any such claim. (d) The contractor shall be responsible for workmen's compensation, insurance and all other statutory requirements in regard to the personnel in the contractor's employment.

**(ii) Automobile Liability Insurance:** (a) The contractor should take this policy for all motor vehicles, owned, hired or used for performance of the work. (b) The contractor shall hold the own harmless from any and all claims for injury to or death of any person or for damage to our destruction of any property resulting from any and all acts omission of the contractor, its agents and employees.

**M. STATUTORY AND OTHER REGULATIONS:** The contractor shall in all matters arising in the performance of the contract be responsible for fulfilling the requirements of all the statutory provisions of minimum wages Act, Provident Fund Act, E.S.I. Act, Bonus Act, Gratuity I.D. Act and all other labour and industrial enactments at his cost and risks in respect of all staff employed by him. If for any reasons, whatsoever, PPL is made liable to any liabilities under any of the said enactments etc. all the liabilities shall be recovered by PPL from the dues payable to the contractor with and from the Security Deposit of the contractor with PPL, (2) Within the meaning of

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For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



para (g) (V) of the contractor labour (Regulation & Abolition) Act 1970, the contractor shall be fully responsible for the supervision and control of his establishment at the work site and the contractor hereby agrees that he shall register himself as the "#Principal Employer" within the meaning of contract labour (Regulation & Abolition) Act, 1970 with one week of issue of this work order. (3) The contractor shall not in performance of the contract/work order in any manner endanger the safety or unlawfully interfere with the convenience of the public. The contractors shall maintain such records and registers specified under different labour laws and produce the same on requisition by the management to its officers so authorized.

### N. Termination of Contract:

PPL reserves the right to cancel / terminate, amend or modify the Contract in part or full with immediate effect and award the same to a second or more CONTRACTOR(s) primary at your risk and cost due to the following reasons:

- a. If your labourers or any of your representatives are found carrying any material belonging to PPL with them while leaving PPL premises, You will be liable for legal action and this contract may be terminated without any notice. If any theft or damage occurs to PPL property in the area where your employees are stationed, you will be held liable for such theft / damage & the cost of the same will be recovered from your dues.
- b. Non-performance of Works as per agreed Bar Chart, Milestones and quality.
- c. You indulge into activities such as boycott of works, calling strikes to stop work, etc that will hamper the progress of work at site.
- d. Not disbursing payment to the contract labourers / mazdoors / Workmen leading work stoppage at site.
- e. Non-compliance of rules & regulations stipulated in this Works Contract.
- f. Violation of any terms & conditions of the contract & /or ignores the instructions of the company or Engineer-In-Charge
- g. If any forged/fake documents are submitted by you, contract will be terminated and their business dealings with PPL will be banned.
- h. Consumption of Drugs and Alcohol by Contract labourers / mazdoors / Workmen while working inside PPL premises and in turn creating disturbance at site leading to work stoppage at site, PPL office and of other neighboring contractors.
- i. Safety Violations by Contractor or their labourers.

Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in the law of premise or any part thereof by PPL you or your employees and you and his employees shall vacate the same and handover all the furniture, fixtures, goods, materials, etc. in good condition on the termination of the agreement period either by serving notice period. On termination of the contract by PPL for any reason whatsoever, PPL shall be entitled to engage the services of any other person, agency or contractor to meet its requirement, without prejudice to its rights including claim for damages against you.

PPL decision on such matters will be final and binding on you.

PPL will back charge or recover any LoP (Loss of Profit) incurred due the above reasons from your bills. LoP would be calculated as per standard loss in the presence of your representative(s) & PPL.

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory



## WORK ORDER (CONTRACT) AMENDMENT

Regd. Office:	WO.(Cont) No. : 5500008620	WO.(Contract) Date : 05.06.2025
Bayan Bhavan, PT Jawaharlal Nehru Marg ,Bhubaneswar, Bhubaneswar, 751001	Buyer : Chittaranjan R	
Tel No : 0674-2393931, Fax : 91-674-2398631/2391669	Amendment No : 1	Amendment Date: 07.08.2025
CST Reg. No.:21371300177, ECC :AABCP3276DXM001	Qtn. Ref. :	Dated:
TIN No. : 21371300177, PAN No. :AABCP3276D	Enq. No. :	
CIN :L24129OR1981PLC001020,	Indentor :	Supplier : 812226

**To,**  
**FRIENDS ENGINEERING**  
**,KANDALPUR KAKATPUR, , , PURI, 752108,Orissa, INDIA**  
**Phone No. :9938495742, Extn. :**  
**Fax :, E-mail :friendsengg1985@gmail.com**  
**GSTIN :**

**Please Deliver To,**  
**PPL - Central Stores**  
**Paradeep Phosphates Ltd.,**  
**PPL Township,PARADEEP,**  
**754145,INDIA**  
**GSTIN :**

1. Please indicate the above Work Order(Contract) and Amendment No on all

## Existing Item Codes

SI No	Job Code	Amendment Field	Current Value	New Value
1		Target Value for Header Area per Distribution	4,526,400.00 INR	5,427,260.00 INR

## Note :

All other details, specifications, price and terms & conditions of our original order referred above and amendments thereof, if any shall remain unchanged.

For Paradeep Phosphates Limited

  
 07/08/2025  
 Authorized Signatory  
 07/08/2025

**Work Order Ref.: P-428/WO/3272****Work Order Date: 17.8.2024****Project Ref.: PPL/--/LP/ODISHA (RP )**

To  
**M/s. FRIENDS ENGINEERING**  
 Floor No: Plot no-275/362, flat no:khatiysn no-282/30jhimani,nihsruni, rsngiagarh  
 PARADIP  
 ODISHA - INDIA

Attn.: Mr.Jitendra swain &PROPRIETOR  
 Email: msfriendsengg1985@gmail.com  
 Contact No : 9938495742,  
 GST No : 21AAJFF6585C1ZK

**THERMOSYSTEMS PVT. LTD.**

Ist Floor, Narayani Complex,, Beheramal,  
 Jharsuguda,  
 odisha - 768202  
 Ph: -, Email: -

**Our Enquiry Ref.: : By e-mail dated : 23.6.2024**

**Your Offer Ref. : By e-mail dated : 26.7.2024**

**GST No : 21AACCT2569E1ZN**

Please execute the work as per terms and conditions mentioned herein and overleaf.

SI. NO	ITEM DESCRIPTION	Rate (INR)	Amount (INR)
1.0	Receipt, Shifting, Handling, Fabrication, Erection, Testing, and Commissioning of ducting and structural works for NEW 1500 TPD SULPHURIC ACID PLANT – D PARADEEP, ODISHA, INDIA	-	<b>Rs. 18,750,800.00</b>
2.0		GST Amount	<b>Rs. 3,375,144.00</b>
			Net Value
			<b>Rs. 22,125,944.00</b>
<b>For item description / quantity / unit rate, please refer to Annex-I enclosed.</b>			
<b>For general conditions / Payment Terms / special conditions of work order , please refer to Annex-II enclosed.</b>			

Amount : **Rs. Two Crores Twenty One Lakh Twenty Five Thousand Nine Hundred Forty Four only**

Completion Period	Invoice To
31.12.2024	THERMOSYSTEMS PVT. LTD. Ist Floor, Narayani Complex, Beheramal, Jharsuguda,, odisha - 768202

<b>1. Kindly quote this W.O. No. in all your queries / correspondence.</b> <b>2. Kindly acknowledge receipt of this work order and send your acceptance.</b>	<b>for THERMOSYSTEMS PVT. LTD.</b>	<b>for THERMOSYSTEMS PVT. LTD.</b>
	<b>DURGA PRASAD YEDLA</b>	<b>AUTHORIZED SIGNATORY</b>

**Annexure - I (Bill of Material) to Work Order NO.: P-428/WO/3272 Amdt. No. 0**

Contractor : M/s. FRIENDS ENGINEERING - PARADIP

Sl. NO	Amdt. NO	BBU NO	HSN / SAC CODE	ITEM DESCRIPTION	UNIT	W.O. Qty	Rate (INR)	Amount (INR)	GST%
1	0	1.1.1A	995423	SITE FABRICATION AND ERECTION OF DUCTING MODULES :Receipt of Free issue materials and transportation of Steel Materials as required Plates that will be used for building Ducting works at site fabrication yard, Unloading, proper storage as per material handling specification and safety Norms ,Material from approved vendor list , Inspection and testing. Measurement will be based on Certified Incoming material reports . In case the measurement criterion is to use the Dimensions as per AS-BUILT, then these dimensions shall be converted to theoretical weights.Material supply for ducting and ducting support by PPL-MOC- Carbon Steel (IS 2062 Gr.B ) OR RELEVENT-6MM Thickness	MT	119	39,000.00	4,641,000.00	18%
2	0	1.1.1B	995423	SITE FABRICATION AND ERECTION OF DUCTING MODULES :Receipt of Free issue materials and transportation of Steel Materials as required Plates that will be used for building Ducting works at site fabrication yard, Unloading, proper storage as per material handling specification and safety Norms ,Material from approved vendor list , Inspection and testing. Measurement will be based on Certified Incoming material reports . In case the measurement criterion is to use the Dimensions as per AS-BUILT, then these dimensions shall be converted to theoretical weights.Material supply for ducting and ducting support by PPL-MOC- Carbon Steel (A516 GR 70)-6MM thickness	MT	14	40,000.00	560,000.00	18%
3	0	1.1.2	995423	SITE FABRICATION AND ERECTION OF DUCTING MODULES :Receipt of Free issue materials and transportation of Steel Materials as required Plates that will be used for building Ducting works at site fabrication yard, Unloading, proper storage as per material handling specification and safety Norms ,Material from approved vendor list , Inspection and testing. Measurement will be based on	MT	37	75,000.00	2,775,000.00	18%

for THERMOSYSTEMS PVT. LTD.

**AUTHORIZED SIGNATORY**

**Annexure - I (Bill of Material) to Work Order NO.: P-428/WO/3272 Amdt. No. 0**

Contractor : M/s. FRIENDS ENGINEERING - PARADIP

Sl. NO	Amdt NO	BBU NO	HSN / SAC CODE	ITEM DESCRIPTION	UNIT	W.O. Qty	Rate (INR)	Amount (INR)	GST%
				Certified Incoming material reports . In case the measurement criterion is to use the Dimensions as per AS-BUILT, then these dimensions shall be converted to theoretical weights. Material supply for ducting and ducting support by PPL-MOC-Stainless Steel ( SS304)-5MM Thickness					
4	0	1.1.3	995423	SITE FABRICATION AND ERECTION OF DUCTING MODULES :Receipt of Free issue materials and transportation of Steel Materials as required Plates that will be used for building Ducting works at site fabrication yard, Unloading, proper storage as per material handling specification and safety Norms ,Material from approved vendor list , Inspection and testing. Measurement will be based on Certified Incoming material reports . In case the measurement criterion is to use the Dimensions as per AS-BUILT, then these dimensions shall be converted to theoretical weights. Material supply for ducting and ducting support by PPL-MOC-Stainless Steel ( SS304H)-5MM Thickness	MT	3	75,000.00	225,000.00	18%
5	0	1.1.4	995423	SITE FABRICATION AND ERECTION OF DUCTING MODULES :Receipt of Free issue materials and transportation of Steel Materials as required Plates that will be used for building Ducting works at site fabrication yard, Unloading, proper storage as per material handling specification and safety Norms ,Material from approved vendor list , Inspection and testing. Measurement will be based on Certified Incoming material reports . In case the measurement criterion is to use the Dimensions as per AS-BUILT, then these dimensions shall be converted to theoretical weights. Material supply for ducting and ducting support by PPL-MOC-Stainless Steel ( SS304L)-5MM Thickness	MT	12	75,000.00	900,000.00	18%
6	0	1.1.5	995423	SITE FABRICATION AND ERECTION OF DUCTING MODULES :Receipt of Free issue	MT	1	75,000.00	75,000.00	18%

for THERMOSYSTEMS PVT. LTD.

**AUTHORIZED SIGNATORY**

**Annexure - I (Bill of Material) to Work Order NO.: P-428/WO/3272 Amdt. No. 0**

Contractor : M/s. FRIENDS ENGINEERING - PARADIP

Sl. NO	Amdt NO	BBU NO	HSN / SAC CODE	ITEM DESCRIPTION	UNIT	W.O. Qty	Rate (INR)	Amount (INR)	GST%
				materials and transportation of Steel Materials as required Plates that will be used for building Ducting works at site fabrication yard, Unloading, proper storage as per material handling specification and safety Norms ,Material from approved vendor list , Inspection and testing. Measurement will be based on Certified Incoming material reports . In case the measurement criterion is to use the Dimensions as per AS-BUILT, then these dimensions shall be converted to theoretical weights.Material supply for ducting and ducting support by PPL-MOC-Stainless Steel ( SS310)-10MM Thickness					
7	0	3.1	995423	DUCT SUPPORT FABRICATION & ERECTION:Receipt of Free issue materials and transportation of Steel Materials as required Plates that will be used for building Ducting works at site fabrication yard, Unloading, proper storage as per material handling specification and safety Norms ,Material from approved vendor list , Inspection and testing. Measurement will be based on Certified Incoming material reports . In case the measurement criterion is to use the Dimensions as per AS-BUILT, then these dimensions shall be converted to theoretical weights.Material supply for ducting and ducting support-MOC-Carbon Steel.	MT	8.5	27,000.00	229,500.00	18%
8	0	3.2	995423	"DUCT SUPPORT FABRICATION & ERECTION:Receipt of Free issue materials and transportation of Steel Materials as required Plates that will be used for building Ducting works at site fabrication yard, Unloading, proper storage as per material handling specification and safety Norms ,Material from approved vendor list , Inspection and testing. Measurement will be based on Certified Incoming material reports . In case the measurement criterion is to use the Dimensions as per AS-BUILT, then these dimensions shall be converted to theoretical weights.Material supply for ducting	MT	3	54,000.00	162,000.00	18%

for THERMOSYSTEMS PVT. LTD.

**AUTHORIZED SIGNATORY**

**Annexure - I (Bill of Material) to Work Order NO.: P-428/WO/3272 Amdt. No. 0**

Contractor : M/s. FRIENDS ENGINEERING - PARADIP

Sl. NO	Amdt NO	BBU NO	HSN / SAC CODE	ITEM DESCRIPTION	UNIT	W.O. Qty	Rate (INR)	Amount (INR)	GST%
				and ducting support-MOC-Carbon Steel,Stainless Steel SS304 SS304I SS304H SS310"					
9	0	5.300	995423	ERECTION OF SPRING HANGERS ERECTION:SIZE:ABOVE 50KG(Receipt of Free issue materials and transportation)	NOS	90	1,620.00	145,800.00	18%
10	0	8.1.1	995423	INSTALLATION OF VALVES AND OTHER IN-LINE ITEMS:Receipt of Free issue materials and transportation of Steel Materials as required Plates that will be used for building Ducting works at site fabrication yard, Unloading, proper storage as per material handling specification and safety Norms ,Material from approved vendor list , Inspection and testing. Measurement will be based on Certified Incoming material reports . In case the measurement criterion is to use the Dimensions as per AS-BUILT, then these dimensions shall be converted to theoretical weights.Material supply for ducting and ducting support-All Materials (Damper Valves+FT) FIM-SIZE:1200 to 2300mm dia	NOS	16	12,500.00	200,000.00	18%
11	0	8.1.2	995423	INSTALLATION OF VALVES AND OTHER IN-LINE ITEMS:Receipt of Free issue materials and transportation of Steel Materials as required Plates that will be used for building Ducting works at site fabrication yard, Unloading, proper storage as per material handling specification and safety Norms ,Material from approved vendor list , Inspection and testing. Measurement will be based on Certified Incoming material reports . In case the measurement criterion is to use the Dimensions as per AS-BUILT, then these dimensions shall be converted to theoretical weights.Material supply for ducting and ducting support-All Materials (Bellows FIM ) to be welded with ducts-SIZE:1200 to 2300mm dia	NOS	80	12,500.00	1,000,000.00	18%
12	0	8.1.3	995423	INSTALLATION OF VALVES AND OTHER IN-LINE ITEMS:Receipt of Free issue materials and transportation of Steel Materials as required Plates that will be used for	NOS	27	12,500.00	337,500.00	18%

for THERMOSYSTEMS PVT. LTD.

**AUTHORIZED SIGNATORY**

**Annexure - I (Bill of Material) to Work Order NO.: P-428/WO/3272 Amdt. No. 0**

Contractor : M/s. FRIENDS ENGINEERING - PARADIP

Sl. NO	Amdt NO	BBU NO	HSN / SAC CODE	ITEM DESCRIPTION	UNIT	W.O. Qty	Rate (INR)	Amount (INR)	GST%
				building Ducting works at site fabrication yard, Unloading, proper storage as per material handling specification and safety Norms ,Material from approved vendor list , Inspection and testing. Measurement will be based on Certified Incoming material reports . In case the measurement criterion is to use the Dimensions as per AS-BUILT, then these dimensions shall be converted to theoretical weights.Material supply for ducting and ducting support-All Materials (Spacer/blinds to be Fabricated) Weight included in #A1.1-SIZE:1200 to 2300mm dia					
13	0	S9.1	995423	Fabrication & erection of Structural steel (Using Rolled Section)- Platform Structures, Pipe/Duct Supports, etc:Receiving, Stacking, Handling and Laying Fabrication of Structural Steel Materials into Structural Elements / Modules as defined in the Fabrication / Detailed Drawings including welding the nuts for fire proofing as per requirements. Inspection and testing. Arranging required welders, labour, consumables, tools & tackles, equipment, etc. Loading, unloading, fabrication, intermediate handling and shifting to painting yard and bringing back from painting yard to erection site or laydown. Erection of Strucutral steel-Platform structures, Pipe/Duct Supports, etc Erection of Fabricated Structural Steel Elements / Structural Modules in position along with fixing of all type of Connection Bolts (Erection, Hot Dip Galvanised/Non-Galvanised Permanent bolts) as per Specifications, Layouts and Fabrication Drawings released for IFC. Scope shall include all activities like Bolting, Welding, Aligning, making necessary alterations caused due to mismatch of Bolt Holes and / or during fabrication, Torque Tightening of Bolts, cleaning, giving final touch up paint as per specification to the welded parts, etc as required complete in all respect.	MT	300	25,000.00	7,500,000.00	18%

for THERMOSYSTEMS PVT. LTD.

**AUTHORIZED SIGNATORY**

**Annexure - I (Bill of Material) to Work Order NO.: P-428/WO/3272 Amdt. No. 0**

Contractor : M/s. FRIENDS ENGINEERING - PARADIP

Sl. NO	Amdt NO	BBU NO	HSN / SAC CODE	ITEM DESCRIPTION	UNIT	W.O. Qty	Rate (INR)	Amount (INR)	GST%
				Making necessary arrangement of required labour, equipment, tools & tackles, steel scaffolding, consumables, etc to execute the works at all heights as per drawings and specifications along with all related works in order that the Structure is handed over to the complete satisfaction of the Engineer-in-charge					
<b>Total basic value :</b>									<b>18,750,800.00</b>

*for THERMOSYSTEMS PVT. LTD.***AUTHORIZED SIGNATORY**

**Work Order Ref.: P-428/WO/3322****Work Order Date: 16.11.2024****Project Ref.: PPL/--/LP/ODISHA (RP )**

To

**M/s. FRIENDS ENGINEERING**

Floor No: Plot no-275/362,flat no:khatiysn no-282/30jhimani,nihsruni,rsngiagarh  
PARADIP  
ODISHA - INDIA

Attn.: Mr.Jitendra swain &PROPRIETOR  
Email: msfriendsengg1985@gmail.com  
Contact No : 9938495742,  
GST No : 21AAJFF6585C1ZK  
MSME No : UDYAM-OD-26-0009589

**THERMOSYSTEMS PVT. LTD.**

Ist Floor, Narayani Complex,, Beheramal,  
Jharsuguda,  
odisha - 768202  
Ph: -, Email: -

**Our Enquiry Ref.: : By e-mail dated : 3.10.2024****Your Offer Ref. : By e-mail dated : 4.9.2024****GST No : 21AACCT2569E1ZN**

Please execute the work as per terms and conditions mentioned herein and overleaf.

SI. NO	ITEM DESCRIPTION	Rate (INR)	Amount (INR)
1.0	Receipt, Shifting, Handling, Erection of Mechanical Equipment for NEW 1500 TPD SULPHURIC ACID PLANT – D PARADEEP, ODISHA, INDIA	-	<b>Rs. 8,787,500.00</b>
2.0		GST Amount	<b>Rs. 1,581,750.00</b>
		Net Value	<b>Rs. 10,369,250.00</b>

**For item description / quantity / unit rate, please refer to Annex-I enclosed.**

**For general conditions / Payment Terms / special conditions of work order , please refer to Annex-II enclosed.**

**Amount : Rs. One Crores Three Lakh Sixty Nine Thousand Two Hundred Fifty only**

Completion Period	Invoice To
16.1.2025	THERMOSYSTEMS PVT. LTD. Ist Floor, Narayani Complex, Beheramal, Jharsuguda,, odisha - 768202

<b>1. Kindly quote this W.O. No. in all your queries / correspondence. 2. Kindly acknowledge receipt of this work order and send your acceptance.</b>	<b>for THERMOSYSTEMS PVT. LTD.</b>	<b>for THERMOSYSTEMS PVT. LTD.</b>
	<b>DURGA PRASAD YEDLA</b>	<b>AUTHORIZED SIGNATORY</b>

**Annexure - I (Bill of Material) to Work Order NO.: P-428/WO/3322 Amdt. No. 0**

Contractor : M/s. FRIENDS ENGINEERING - PARADIP

Sl. NO	Amdt. NO	BBU NO	HSN / SAC CODE	ITEM DESCRIPTION	UNIT	W.O. Qty	Rate (INR)	Amount (INR)	GST%
STATIC EQUIPMENT HEAVY 6810:LIFTS (Single Lift - 50 MT and above)									
1	0	6810.00.01	995423	Cold Interpass Heat Exchanger	MT	110	9,000.00	990,000.00	18%
2	0	6810.00.01A	995423	Sulphur Furnace-TAG-R4-001D	MT	35	12,500.00	437,500.00	18%
3	0	6810.00.02	995423	Heat Recovery Tower	MT	50	9,000.00	450,000.00	18%
4	0	6810.00.05	995423	Diesel Tank-TAG-T1-230D	MT	0.5	12,500.00	6,250.00	18%
5	0	6810.00.18	995423	Deaerator - Feed Water Tank-TAG-R5-OO8D	MT	20	12,500.00	250,000.00	18%
6	0	6810.00.18A	995423	Deaerator - Tank-TAG-R5-OO8D	MT	7	12,500.00	87,500.00	18%
7	0	6810.00.19	995423	Start-up Burner Package-Burner-TAG-R4-OO2D	MT	0.3	12,500.00	3,750.00	18%
8	0	6810.00.21	995423	Oil Control Station-TAG-R4-OO2D	MT	0.6	12,500.00	7,500.00	18%
9	0	6810.00.22	995423	Fuel Pump Skid-TAG-R4-OO2D	MT	1	12,500.00	12,500.00	18%
10	0	6810.00.23	995423	BMS Panel (PLC BA SED)-TAG-R4-OO2D	MT	0.3	12,500.00	3,750.00	18%
11	0	6810.00.25	995423	Start-up Heat Exchanger-TAG-T1-165D	MT	37	12,500.00	462,500.00	18%
12	0	6810.00.25A	995423	Jug Valve Damper-TAG-T1-165D	MT	2.5	12,500.00	31,250.00	18%
13	0	6810.00.25B	995423	Steam injection Vessel-TAG-T1-165D	MT	5	12,500.00	62,500.00	18%
14	0	6810.00.25C	995423	Sulphur Spray assemblies Sulphur Spray Nozzles-TAG-R4-001/D1/D2/D3 AND R4-005	MT	0.3	12,500.00	3,750.00	18%
6820.ERECTION OF VERTICAL AND/OR HORIZONTAL STATIC EQUIPMENT (Less than 50 Mt)									
15	0	6820.00.01	995423	Drying Tower	MT	30	9,000.00	270,000.00	18%
16	0	6820.00.02	995423	Combination Pump Tank	MT	15	9,000.00	135,000.00	18%
17	0	6820.00.03	995423	Filtered Sulphur Day Tank	MT	10	9,000.00	90,000.00	18%
18	0	6820.00.04	995423	Final AbsorbingTower	MT	40	9,000.00	360,000.00	18%
19	0	6820.00.05	995423	Hot Interpass Heat Exchanger	MT	49	9,000.00	441,000.00	18%
20	0	6820.00.06	995423	Heat Recovery Tower - Pump Boot	MT	10	9,000.00	90,000.00	18%
21	0	6820.00.07	995423	Common Acid Cooler	MT	10	9,000.00	90,000.00	18%
22	0	6820.00.08	995423	Common Acid Trim Cooler	MT	10	9,000.00	90,000.00	18%
23	0	6820.00.09	995423	Product Acid Cooler	MT	10	9,000.00	90,000.00	18%
24	0	6820.00.10	995423	Silencer-11nos-each weight 5MT	MT	55	9,000.00	495,000.00	18%
25	0	6820.00.11	995465	Polishing Filter-2nos-each weight 5MT	MT	10	9,000.00	90,000.00	18%
26	0	6820.00.12	995423	Miscellaneous Equipments	MT	50	9,000.00	450,000.00	18%
ERECTION OF MACHINERY: 6850:ERECTION OF ROTATING EQUIPMENTSPUMPS, COMPRESSORS, FANS, TURBINES ETC									
27	0	6850.00.01	995423	Main Compressor - Housing-Tag No:T1-076D	MT	12	12,500.00	150,000.00	18%
28	0	6850.00.02	995423	Main Compressor - Baseplate-Tag No:T1-076D	MT	20	12,500.00	250,000.00	18%
29	0	6850.00.03	995423	MAB - Motor weight-Tag No:T1-076D	MT	15	12,500.00	187,500.00	18%
30	0	6850.00.04	995423	Main Compressor - Inlet Guide vane-Tag No:T1-076D	MT	2.5	12,500.00	31,250.00	18%
31	0	6850.00.05	995423	Lube oil skid for compressor skid-Tag No: T1-076D	MT	10	12,500.00	125,000.00	18%

for THERMOSYSTEMS PVT. LTD.

AUTHORIZED SIGNATORY

**Annexure - I (Bill of Material) to Work Order NO.: P-428/WO/3322 Amdt. No. 0**

Contractor : M/s. FRIENDS ENGINEERING - PARADIP

Sl. NO	Amdt. NO	BBU NO	HSN / SAC CODE	ITEM DESCRIPTION	UNIT	W.O. Qty	Rate (INR)	Amount (INR)	GST%
32	0	6850.00.06	995423	Rundown tank-Tag No:T1-076D	MT	1	12,500.00	12,500.00	18%
33	0	6850.00.07	995423	Accoustic hood sections-Tag No:T1-076D	MT	0.5	12,500.00	6,250.00	18%
34	0	6850.00.08	995423	Suction Air filterTag No -T1-001D	MT	24	12,500.00	300,000.00	18%
35	0	6850.00.09	995423	UCP panel of the main compressor turbine drive Tag No-T1-001D	MT	1	12,500.00	12,500.00	18%
36	0	6850.00.10	995423	Acid Drain Pump (magnetic drive pump)Tag No-T1-062D	MT	0.5	12,500.00	6,250.00	18%
37	0	6850.00.11	995423	Common Acid circulating Pump with MotorTag No-T1-125-128D	MT	5	12,500.00	62,500.00	18%
38	0	6850.00.12	995423	HRS Circulating PumpTag No-T1-053D	MT	5	12,500.00	62,500.00	18%
39	0	6850.00.13	995423	Furnace Feed PumpsTag No-R3-009D3-D4	MT	3	12,500.00	37,500.00	18%
40	0	6850.00.14	995423	Product Acid Pumps (magnetic drive pump)Tag No-T1-060-D1/D2	MT	2	12,500.00	25,000.00	18%
41	0	6850.00.15	995423	HP Boiler Feed Water Pumps (turbine driven)Tag No-R5-009-D1	MT	12	12,500.00	150,000.00	18%
42	0	6850.00.16	995423	Lube oil skid for BFW pump turbine (integral with base plate)Tag No-R5-009-D1	MT	2	12,500.00	25,000.00	18%
43	0	6850.00.17	995423	UCP panel for the BFW pump driven by TurbineTag No-R5-009-D1	MT	0.3	12,500.00	3,750.00	18%
44	0	6850.00.18	995423	HP Boiler Feed Water Pumps (motor driven)-TAG-R6-009D2	MT	9	12,500.00	112,500.00	18%
45	0	6850.00.19	995423	HRS Drain pumps-TAG-T1-008D	MT	1	12,500.00	12,500.00	18%
46	0	6850.00.20	995423	Cooling water Circulating Pumps-TAG-T3-001-2D/35	MT	19	12,500.00	237,500.00	18%
47	0	6850.00.21	995423	Liquid Effluent Pumps-TAG-T1-073-01D	MT	1	12,500.00	12,500.00	18%
48	0	6850.00.22	995423	Chemical Dosing - LP-TAG-R5-011D	MT	1.5	12,500.00	18,750.00	18%
49	0	6850.00.23	995423	Cooling tower side stream filter-TAG-T3-403D	MT	7	12,500.00	87,500.00	18%
50	0	6850.00.24	995423	IP Boiler Feed Water Pumps-TAG-R6-018D	MT	5	12,500.00	62,500.00	18%
51	0	6850.00.25	995423	Diesel Supply pumps-TAG-R6-106D	MT	4	12,500.00	50,000.00	18%
52	0	6850.00.26	995423	Hot Water Pump-TAG-T1-074-01D	MT	1	12,500.00	12,500.00	18%
53	0	6850.00.27	995423	Molten sulphur Unloading Pumps--TAG-R7-001D	MT	3	12,500.00	37,500.00	18%
54	0	6850.00.28	995423	HP Dosing System package-TAG-R5-012D	MT	1.5	12,500.00	18,750.00	18%
55	0	6850.00.29	995423	HRS Boiler Chemical Dosing system packageTAG-R5-013D	MT	1.5	12,500.00	18,750.00	18%
56	0	6850.00.30	995423	Misc. Equipments (vent / silencer etc...)-TAG-R5-013D	MT	50	12,500.00	625,000.00	18%

6860:INSTALLATION OF EQUIPMENT INTERNALS (DISTRIBUTORS, MIST ELIMINATORS ETC.) AND/OR FILLING MATERIALS (CATALYSTS, SADDLES, CERAMIC BALSS, ETC.)

for THERMOSYSTEMS PVT. LTD.

AUTHORIZED SIGNATORY

**Annexure - I (Bill of Material) to Work Order NO.: P-428/WO/3322 Amdt. No. 0**

Contractor : M/s. FRIENDS ENGINEERING - PARADIP

Sl. NO	Amdt NO	BBU NO	HSN / SAC CODE	ITEM DESCRIPTION	UNIT	W.O. Qty	Rate (INR)	Amount (INR)	GST%
57	0	6861.00.01	995423	Drying Tower: Installation of Acid Distributor Header Pipes Troughs Dip Pipes(1SET)	MT	2	12,000.00	24,000.00	18%
58	0	6861.00.02	995423	Drying Tower: Installation of Mist Eliminators-(6NOS Each weight 0.5 MT)	MT	3	12,000.00	36,000.00	18%
59	0	6861.00.03	995423	HRS Tower: Installation of Acid Distributor Header Pipes, Troughs, Dip Pipes-1NOS SET	MT	5	12,000.00	60,000.00	18%
60	0	6861.00.04	995423	HRS Tower: Installation of Mist Eliminators(39nos) each weight 0.5 MT	MT	19.5	12,000.00	234,000.00	18%
61	0	6861.00.05	995423	Final Absorbing Tower: Installation of Acid Distributor Header Pipes, Troughs, Dip Pipes(1 nos set)	MT	4	12,000.00	48,000.00	18%
62	0	6861.00.06	995423	Final Absorbing Tower: Installation of Mist Eliminators-22 items each weight 0.5MT	MT	11	12,000.00	132,000.00	18%

**Total basic value : 8,787,500.00***for THERMOSYSTEMS PVT. LTD.***AUTHORIZED SIGNATORY**

**Work Order Ref.: P-428/WO/3304Amdt. No. 1****Amdt. Date 14.10.2024****Work Order Date: 13.8.2024****Project Ref.: PPL/--/LP/ODISHA (RP )**

To  
**M/s. FRIENDS ENGINEERING**  
 Floor No: Plot no-275/362, flat no:khatiysn no-  
 282/30jhimani,nihsruni,  
 rsngiagarh  
 PARADIP  
 ODISHA - INDIA

Attn.: Mr.Jitendra swain &PROPRIETOR  
 Email: msfriendsengg1985@gmail.com  
 Contact No : 9938495742,  
 GST No : 21AAJFF6585C1ZK  
 MSME No :

**THERMOSYSTEMS PVT. LTD.**

Ist Floor, Narayani Complex,, Beheramal,  
 Jharsuguda,  
 odisha - 768202  
 Ph: -, Email: -

**Our Enquiry Ref.: : Email dated : 24.7.2024****Your Offer Ref. : Email dated : 3.9.2024****GST No : 21AACCT2569E1ZN**

Please execute the work as per terms and conditions mentioned herein and overleaf.

SI. NO	ITEM DESCRIPTION	Rate (INR)	Amount (INR)
1.0	Supply, receipt of paints at site and Unloading of paint materials at the site, Copper Slag blasting, Cleaning, Application of primer, intermediate coat, and finish paints at various stages as per approved painting schedule/ITP for CS/MS/SS ducting & Structure for NEW 1500 TPDSULPHURIC ACID PLANT – D PARADEEP, ODISHA, INDIA	-	<b>Rs. 4,725,000.00</b>
2.0		GST Amount	<b>Rs. 850,500.00</b>
		Net Value	<b>Rs. 5,575,500.00</b>
<b>For item description / quantity / unit rate, please refer to Annex-I enclosed.</b> <b>For general conditions / Payment Terms / special conditions of work order , please refer to Annex-II enclosed.</b>			

**Amount : Rs. Fifty Five Lakh Seventy Five Thousand Five Hundred only**

Completion Period	Invoice To
31.1.2025	THERMOSYSTEMS PVT. LTD. Ist Floor, Narayani Complex, Beheramal, Jharsuguda,, odisha - 768202

<b>1. Kindly quote this W.O. No. in all your queries / correspondence.</b> <b>2. Kindly acknowledge receipt of this work order and send your acceptance.</b>	<b>for THERMOSYSTEMS PVT. LTD.</b>  <b>DURGA PRASAD YEDLA</b>	<b>for THERMOSYSTEMS PVT. LTD.</b>  <b>AUTHORIZED SIGNATORY</b>
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# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Regd. Office:  
 Bayan Bhavan, PT Jawaharlal Nehru Marg  
 ,Bhubaneswar, Bhubaneswar, 751001  
 Tel No : 0674-2393931, Fax : 91-674-2398631/2391669  
 CST Reg. No.:21371300177, ECC :AABCP3276DXM001  
 TIN No. : 21371300177, PAN No. :AABCP3276D  
 CIN :L24129OR1981PLC001020,

Order No. : 5500008799	Date : 19.07.2025
Buyer : Chittaranjan R	
Enq.No. :	Date:
Qtn. Ref :	EA No:
Indentor :	
Indent Ref : 1700033175	Contractor : 812226

To:  
 FRIENDS ENGINEERING  
 , KANDALPUR KAKATPUR, ,,, PURI, 752108, Orissa,  
 INDIA  
 GSTIN :21CCZPS9499G2ZG  
 Phone No. :9938495742, Extn. :  
 Fax : , E-mail :friendsengg1985@gmail.com

Please Deliver To,  
 PPL - Common Maintenance Plant  
 Paradeep Phosphates Ltd.,  
 PPL Township,PARADEEP, 754145,INDIA  
 GSTIN :21AABCP3276D1ZW

Valid From: 19.07.2025 Valid To: 31.08.2025

Contract Target Value-INR. 1,201,000.00 (TWELVE LAKH ONE THOUSAND ONLY)

Sl. NO.	Job Description	Quantity/ Unit	Rate	Discount
1	HRS-A GAS INLET DUCT REPLACEMENT			
1. 1	DISMANTLING OF DUCT SAC - ( )	1.000 EA	78,000.00	
	Tax : CGST 9% + SGST 9% - Input Cr DISMANTLING OF DUCT AS PER DRAWING DRG. NO-561-103			
1. 2	ERECTION OF DUCT SAC - ( )	1.000 EA	866,000.00	
	Tax : CGST 9% + SGST 9% - Input Cr ERECTION OF DUCT AS PER DRAWING# DRG.NO-561-103 & 11272			
1. 3	DIS.,FAB&ERECTION OF STRUCTURE SAC - ( )	6.000 MT	37,000.00	
	Tax : CGST 9% + SGST 9% - Input Cr DISMANTLING, FABRICATION & ERECTION OF STRUCTURES			
1. 4	DUCT SUPPORTS , DIS,FAB. & ERRCTION SAC - ( )	1.000 LS	35,000.00	
	Tax : CGST 9% + SGST 9% - Input Cr FABRICATION & ERECTOIN OF DUCT SPRING SUPPORTS			

### A. GENERAL TERMS AND CONDITIONS OF CONTRACT:

#### 1.0 GENERAL

- Following terms & conditions stipulating responsibilities and obligations on the part of the Contractor while executing the work under his scope, form an integral part of all the Work Orders/Contracts issued, except those that are specifically and explicitly mentioned otherwise in the Work Order/Contract.
- This Work Order/Contract along with all Annexure, Appendices when properly signed for by the authorized signatory will be the only document, which will be recognized as binding. No other terms signed by the party in quoting or acknowledging this work order/contract shall be binding upon PPL.

#### 2.0 STATUTORY

- It is the sole responsibility of the Contractor to comply with all the provisions and fulfill all the statutory obligations under various status applicable from time to time. These would include the following and any other statute enactments of Govt. of Orissa or Govt. of India and rules made there under issued from time to time.

I have read all terms & conditions and this contract is hereby accepted.

Date	Signature	Designation
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For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



- Contract Labour (R&A) Act & Conditions of Service.
- Payment of Wages /minimum wages Act and rules framed there under,
- The Provident Fund & Miscellaneous Provision Act
- The Payment of Bonus Act
- The ESI Act
- The Workmen Compensation Act.
- Payment of Gratuity Act
- Industrial Dispute Act & other statue under various labour law applicable from time to time.
- GST registration.

2.2 It is the responsibility of the Contractor to obtain the required license from the Labour Department and to ensure its validity during the entire tenure of the contract. PPL will issue required forms for this purpose as per provisions under C.L (R&A) Act Odisha rule made there under.

2.3 PPL is an Integrated Management System (IMS) Certified (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018) Company & follows all applicable Rules, Regulations & Procedures required for IMS. As a working partner of PPL, the Service Provider shall adhere to IMS Policy of PPL on Quality, Safety, Health & Environment (SHE). The relevant policies can be seen at our website [www.paradeepphosphates.com](http://www.paradeepphosphates.com).

### 3.0 DIRECT EMPLOYER

3.1 The Contractor shall not engage children below 18 years, aged, disabled or handicapped contract workmen.

3.2 None of the contract workmen/Union or any agency engaged by the party shall have the right to demand provision of continuous work or stake any claim for absorption on the permanent rolls of the company.

#### 3.3 Sub-Contract:

- The Contractor shall not engage any sub-contractor for executing the work under his scope without PPL's written approval/authorization.
- The Party and the sub-contractor shall be severally and jointly responsible for fulfilling all their obligations stipulated in the contract.

### 4.0 SUPERVISION

4.1 The Contractor shall provide full time proper and adequate supervision over all the contract workmen engaged for the works carried out under his scope.

4.2 It is the responsibility of the party to ensure that the contract workmen engaged by him comply with all the rules and regulations in vogue at the factory, follow the discipline & decorum, working hours, shift timings and safety practices as stipulated from time to time, by PPL, and are liable for search and frisking at the entry gate.

4.3 It shall be the responsibility of the party to ensure safety & safe working of his contract workmen and for safety of PPL's equipment and property and that of the 3rd party within the factory premises. Party shall at his cost provide all the necessary safety gear/appliances of ISI marked to all contract workmen engaged by him for executing the work under his scope.

### 5.0 INDEMNITY

5.1 The Contractor shall indemnify PPL and keep indemnified against all damages, claims by his contract workmen, Unions, Government, Statutory authorities, 3rd parties or anybody else for damages/losses suffered by them arising out of acts of omissions/commissions by himself, his authorized supervisor or his contract workmen or for any contraventions of statutory provisions and non-discharge of the statutory obligations during the course of execution of the work under his scope.

5.2 In case PPL is made to discharge any of these liabilities or any other obligation on behalf of the party, the same shall be recovered from the Security Deposit/ Outstanding Bills of the party without any reference to him.

### 6.0 MATERIAL ISSUED BY PPL

6.1 It is the responsibility of the Contractor to collect the materials issued by PPL from the designated storage and transports the same to the work execution site at his cost. For handling hazardous materials, MSDS needs to be maintained & followed properly.

6.2 The party shall keep proper records of issues and consumption of all such materials and shall submit weekly reconciliation statement to the concerned PPL authority.

6.3 Any surplus material or rejected/scrap should be returned to the designated storage/scrap yard by the party. It is the responsibility of the party to keep the working site clean & tidy.

6.4 Any loss or excess consumption beyond the stipulated limits shall be recovered from party's bills.

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



### 7.0 DOCUMENTS/DRAWINGS

All the technical documents handed over to the party by PPL or their consultants or other party or generated by him in connection with the execution of this contract shall be the property of PPL. None of them shall be passed on to any other person without the consent of PPL.

### 8.0 TOOLS & TACKLES

It shall be the responsibility of the party to arrange all the tools, tackles & safety appliance required for execution of the contract.

### 9.0 WORK PROGRESS & COMPLETION

- 9.1. The party shall submit the daily progress & completion reports of the job along with daily attendance of men-power deployed for certification / verification by the concerned PPL's authority. Without these approved reports progressive bills will not be accepted.
- 9.2. The Work Order/Contract is non-exclusive and may be awarded in part to anybody else at PPL's discretion.
- 9.3. The party shall maintain measurement books and registers as stipulated.
- 9.4. Quantities of any items of work may be increased/decreased/deleted or a new item may be incorporated in the scope. For increase/decrease / deletion, pro-rated price will be applicable and for new item a stipulated or mutually agreed price would be fixed up.

### 10.0 CANCELLATION/TERMINATION

10.1 In case of unsatisfactory performance, the work order will be cancelled on one-month notice period.

10.2 In case of any indiscipline, forgery/fraudulent, criminal cases, illegal activities including threatening, non-compliance of statutory provisions, the work order may be cancelled without any prior notice. Wherever required the same will be followed by appropriate legal actions and blacklisting.

### 11.0 Supplier's/Service Provider's Code of Conduct

The service provider is required to review PPL's Supplier Code of Conduct (SCOC) and provide its undertaking, as indicated on the last page. The SCOC is attached as a PDF with this Purchase Order and can also be found on our website at <https://www.paradeephosphates.com/uploads/content/supplier-code-of-conduct.pdf>.

### 12.0 FORCE MAJEURE

If at any time during the continuance of this contract either party is unable to perform any of the obligations under this understanding in whole or in part, because of war, hostility, Civil commotion, acts of God & acts of Govt., fires, floods, explosions, epidemics, breakdown of plant & machinery, strikes, lockouts, shortage of raw material or any other act beyond the control of either party then the date of fulfillment of any such commitment shall be postponed during the time, such circumstances are in operation.

If operation of such circumstances exceeds 3 (three) months, either party shall have the right to refuse further performance under this contract.

The party which is unable to perform its part of obligation must within 7 (seven) days of occurrence of any of the causes mentioned in this clause inform in writing to the other party of the existence or termination or the circumstances preventing the performance of this contract.

### 13.0 DISPUTE RESOLUTION

#### 13.1 For Domestic Contracts/Agreements:

Amicable Settlement: Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either party to an Arbitrator.

Arbitration: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as per the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and Rules framed thereunder, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be

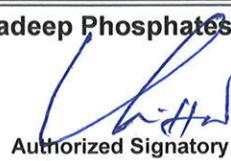
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Date

Signature

Designation

For Paradeep Phosphates Limited

  
Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

### 13.2 For International Contracts/Agreements:

**Amicable Settlement:** Any dispute arising from or related to this Agreement/Contract shall be notified in writing by one party to the other(s) within 5 days from the date of dispute, and the parties through their Authorized Representatives shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of such notice. If the parties are unable to reach a mutually acceptable resolution with 15 days, the parties hereby agree to submit such dispute at the request of either part to an Arbitrator.

**Arbitration:** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as per the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and Rules framed thereunder, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator who shall be appointed mutually by both parties. The seat and venue of arbitration shall be Bhubaneswar, India. The language of arbitration shall be English. The arbitration award shall be final and binding on both parties. This agreement shall be governed by, construed and enforced in accordance with Indian Law. This clause shall survive the expiration or early termination of this Agreement.

### 14.0 JURISDICTION OF COURT

The Civil Courts of Bhubaneswar & High Court of Orissa shall have the sole & exclusive jurisdiction for adjudication of dispute.

### B. GENERAL SAFETY TERMS & CONDITIONS:

#### 1.1 SAFETY WORK PERMIT

Safety work permit system to be followed up strictly. Job has to be executed by taking "Job authorizing slip" from permiter by the party

#### 2.0 PERSONAL PROTECTION EQUIPMENTS

2.1 Safety apparel and equipments like Helmet, safety belt, gloves, face shields, goggles etc. approved by BIS. shall be provided to workmen as the nature of work warrants.

#### 3.0 WORKING AT SITE

3.1 All work areas shall be kept reasonably clear for easy movement of men and materials. Approach roads shall be reasonably free for easy movement of vehicles. All open trenches, pits and other excavations shall have suitable enclosures and shall be properly identified with caution board and adequately illuminated during the night.

3.2 Temporary water lines shall be so routed as to avoid road crossings and wherever necessary, shall be laid underground, temporary water storage tanks built for construction use shall be properly fenced, wherever necessary.

3.3 Party shall not allow use of structure or equipment erected or under erection on which lifting or tying tackles, ropes impose load which the structures or equipment are not designed to carry safely.

3.4 The performance of the contract in any manner endanger safety or unlawfully interfere with the convenience of other people.

3.5 Party shall ensure that all the supervisors, workmen, welder and electricians, drivers follow the rules and instructions displayed on the board.

#### 4.0 WORKING AT HEIGHT

4.1 Working at height i.e. above 2 meters, wearing of full body harness (double lanyard) is mandatory.

4.2 Workmen working at unsafe elevations, party must provide temporary structures and supports such as scaffolding, ladders, walkways, etc. which shall be adequately strong with adequate passage for safe use. Workmen shall be properly instructed to take necessary precautions and observe safe practices to prevent accidental fall. Safety belts/ life lines shall be used wherever necessary.

4.3 Before deploying new workers at site the party should assess their health condition viz. the person having Epilepsy/ high blood pressure problem should not be deployed in height work.

#### 5.0 SAFETY FOR ELECTRICAL CONTRACTS

5.1 The Contractor to ensure the temporary electrical sub-station, equipment, switch gear, cables & wires lighting, etc. should be installed in accordance with standard electrical practice and should have prior sanction and approval from concerned authorities.

5.2 Temporary cables and wires, including welding cables, water lines should be so routed as not to clutter the work areas and should

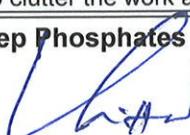
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For Paradeep Phosphates Limited

Date

Signature

Designation

  
Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



be high enough not to hinder movement of men, material and vehicles.

5.3 Temporary substations, equipment, switch gear, rectifiers and distribution boards shall be adequately enclosed, duly protected against rain water, suitably earthed properly identified with 'CAUTION BOARDS'. All joints in the temporary wires and cables should be properly insulated.

5.4 All supervisors, workmen, welder and electricians, drivers, vehicles engaged in the work shall possess necessary and valid license/certificate/permit to carry out such work.

5.5 No electric cables in use shall be disturbed and No work must be carried out on any live equipment without prior permission of our engineer.

### 6.0 TOOLS AND TACKLES

6.1 The Contractor shall ensure that all erection/testing equipment, tools, tackles, apparatus and materials are in good working condition with valid test certificates, fit for the purpose of which they are employed and are calibrated time to time.

### 7.0 PENALTY

7.1 The Contractor shall comply with the laws, statutory rules, and regulations etc. The party shall obtain all necessary permits/approval from the HSE department, local governing body, police and other concerned authorities as may be required under law.

7.2 In case of violation to safety measures, PPL reserves the right to ban the business/black list the party for award of contracts in future without prejudice to the right to take legal action as may be considered deemed fit.

7.3 Safety Violation Memo (SVM) can be issued where violation of safety rule has been observed resulting into unsafe condition and/or unsafe act, such as;

- Not following SOP
- Non-use of recommended PPEs
- Working without a valid Safety Work permit. (in case applicable)
- Unauthorized driving of vehicle, material handling equipment, crane etc.
- Not adhering to the condition stipulated in the Safety work permit.
- Bypassing/inactivating safety interlocks/safety devices/guards without prior written approval.
- Carrying out acts which can lead to a potential accident.
- Creating unsafe conditions.

1st SVM    Penalty of 5,000 to be deducted from the running account/final bill

2nd SVM    Penalty of 20,000 to be deducted from the running account/final bill

3rd SVM    Based on severity of the safety violation, punishment as deemed fit shall be decided by committee. Minimum 50,000 to be deducted from running account/final bill.

4th SVM    Contract will be terminated.

###

### Payment Terms :

95% AGAINST GST INV.+ 5% ON ACPT.

### Remarks:

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory



# Paradeep Phosphates Limited

## WORK ORDER - VALUE CONTRACT



Sub: SAP-A HRS gas inlet duct replacement during ASD-2025.

1) Ref:

- i) Our e-mail Tender Enquiry dated 14/05/2025.
- ii) Your e-mail enclosed offer dated 20/05/2025 and final price vide e-mails dated 17/07/2025.
- iii) Various discussion with you till date.

2) Scope of work:

Requirement:

- 1- HRS-A gas inlet duct from steam injection duct boot elbow to tower inlet is planned for replacement during ASD-2025.
- 2- Duct is heaving several patch work due to leak & duct is also thinned down at several points. Many times plant is being stopped to attend gas leaks after ASD-2024.
- 3- During ASD-2024 gas inlet duct Y-piece was patch repaired as thickness was comes down to 1.00 mm (Original thickness is 5 mm).

Party shall be acquainted & understand fully all the listed jobs. The Motto will be doing all the jobs in right way, in right time & in safe manner.

SAP- A HRS gas inlet ducting replacement during ASD-2025. (SS-310)

A) TECHNICAL SPECIFICATION AND SCOPE OF WORK:

1. Party to study the drawing (DRG No-561-103- For dismantling & DRG No-11272 for erection) & visit the site to ensure the quality, quantity & scope of jobs before entering the tender work.
2. Party shall understand & get acquainted with the job in all respect fully.
3. HRS gas inlet duct of 1500 NB OD & 1200 NB OD Y- piece. Reference drawing No: 561-103.
4. Elevations:# Max 14.0 mtr.
5. Old duct (Dismantling duct) thickness- 5 mm & 10 mm thk. respectively.
6. New duct (Pre- fabricated duct) thickness- 5 mm & 10 mm thk. Respectively.
7. Party to submit the lifting tools & tackles test certificates to PPL engineer in charge & same will be verified by our F&S team.
8. The duct is to be dismantled & brought down for replacement. Before dismantling connecting ducts are to be properly supported/anchored, so that ducts will not be disturbed & will not create fitment problem during new duct erection.
9. During dismantling of duct, structures are to be dismantled if any. Same has to be erected after erection of duct.
10. All necessary arrangements are to be made by party for safe dismantling & erection.
11. During dismantling of old ducts, duct supports are to be dismantled, safe storage & properly fixed back.
12. Party to ensure that duct supports will not be damaged during replacement of duct.
13. Party shall have to make its own arrangement for material shifting from PPL general store to site for erection.
14. Party to erect pre-fabricated ducts as per drawing & as per instruction of engineer in charge.
15. All erected duct joints are subjected to suit to site, plumbing, alignments & field joints w.r.t GAD submitted.
16. Splicing pads are to be provided in each pre-fabricated duct joints as shown in drawing
17. Party to submit erection plan.
18. Minimum filed joints expected for pre-fabricated duct during erection, 1- 1500 NB- 12 nos. 2- 1200 NB-8 nos.
19. Also during erection of ducts in safe manner, additional field joints may be there for suit to site as required.
20. Root, fill up shall be GTAW & Final welding shall be GTAW.
21. All duct welding joints are SS-310.
22. Duct support's are to be fixed as per drawing. All necessary duct supports repairing is to be carry out as per inspection & as per instruction of engineer in charge.
23. Duct supports are to be fabricated & erected as per drawing. All cutting /welding required to fabricate & erect duct support are in party's scope.
24. Party shall offer for inspection of fitment & root welding for DP check to engineer in-charge.
25. Job is to carry out in sequence of SAP shut down schedule & round the clock basis as per instruction of job in-charge.
26. Any Small cleaning requirement, if required shall be carried out by the Party for successful execution of the job.

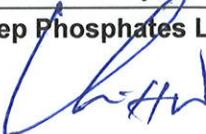
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## WORK ORDER - VALUE CONTRACT



27. Any cutting & welding requirements during replacement of duct is in party's scope.
28. All necessary tools & tackles shall be arranged by the Party. However, Crane shall be supplied free by PPL as & when available. Party is required to submit crane requirement schedule to job engineer in advance.
29. Counterweight shifting from central workshop or from other site inside the plant required for crane operation is in party's scope. No extra claim for shifting of counterweight for this mentioned job will not be paid extra.
30. Crane positioning requirements (i.e leveling of area by sand filling & plate positioning) are in party's scope.
31. After job completion party has to shift the counter weight to central workshop.
32. Materials required for the job shall be brought from general store for execution by the Party by own arrangement.#
33. Hydra required to carry out the job is in party's scope.
34. All welding MS/SS/bimetallic welding if any consumables are in party's scope.
35. Cutting/heating requirements are in party's scope.
36. Scrap disposal shall be done by the party.
37. Completion Period: 10 days from issuance of SWP in each stream.
38. Drawing are enclosed for reference.

### SPECIAL NOTE:

- Job to be carried out round the clock (24-hour basis) & in two shift's (Shift-I- 8.00 AM to 8.00 PM & Shift-II- 8.00 PM to 8.00 AM) including weekend day's & also in Holiday if fails during ASD-2025 period.
- Supervisor & manpower are required to arrange for two shifts. Supervisor & manpower are not allowed to continue in second shift after completion of one shift.

### 3) PPL Scope:

- 1- Scaffolding required to carry out the job.
- 2- Insulation removal to carry out the jobs.
- 3- Crane required to carry out the Job.

### 4) Safety:

- a) The jobs require people to use all required good quality PPE. Scope of supply of Safety PPE shall be to the scope of Agency.
- b) The lifting tools & tackles and material handling equipment to be used for this job should have load testing certificates from competent as per factory rule.
- c) Any mishap / near miss mishaps will be viewed seriously by PPL & award of work is liable to be cancelled with heavy penalty in proportionate to the damage to property & personnel. PPL decision regarding this is final and binding.
- d) Agency will abide all safety rules & regulations of PPL, for which Agency shall collect all relevant Safety rules & regulations form Safety department & execute the jobs accordingly.

5) Completion period: Within 10 days from the date of issuance of SWP & site clearance. To complete the job in time party should depute manpower on round the clock basis. In case of any delay from PPL side, the completion period shall be extended suitably.

6) Payment Terms: 95% within 15 days of submission of certified RA bill along with requisite statutory documents as required. Balance 5% shall be released after completion of Defect Liability Period (DLP). GST shall be extra as applicable.

7) Defect Liability Period (DLP): DLP is 6 months from the date of successful hand over of site and date of certification of final bill against poor workmanship and use of defective materials.

8) Liquidated Damage (LD): In the event of your failure to complete the activity / job as per approved planned schedule / mile stone, LD @ 0.5% per complete week to maximum 5% of total executed basic order value for the reasons attributable to you only. Zero date shall start from the date of site clearance.

9) Contact Person: Mr. L N Sarangi (SAP # Mech. Maint.), Mob No. 9938146732.

10) All the terms & conditions of our above referred tender document shall be part of this order.

I have read all terms & conditions and this contract is hereby accepted.

Date

Signature

Designation

For Paradeep Phosphates Limited

Authorized Signatory

