



Setting up Erection
(Formerly Bengal Tools Ltd.)

Work Order

SUBJECT TO KOLKATA JURISDICTION ONLY

Registered Office : 2, Jessore Road,
Dum Dum
KOLKATA
700028 - West Bengal, (WB)

Phone No. 03325502487
Email purchase@shrachi.com
GSTIN No. 19AADCS7466G1ZY
PAN No. AADCS7466G
CIN No. U29100WB1992PLC054541

Order No. PURS/0524/000119
Order Date 27-05-24
Quote No. BTL / YADADRI /AHP/2024/08
Quote Date 27-05-2024
Amended No.
Amended Date
Project Code MHPD-1318 EREC
Job No. MHPD-1318 EREC
Indent No. 02INDT/0524/000336
Indent Date 27-05-24

Vendor Details:

Bill To Address:

Name : FIRST CHOICE PROJECTS

Address : C-601, Mayfair Apartment, Osman Nagar Road,
Tellapur, Opposite to My home Avali, Hyderabad,
502032

State Code & Name 36 - TELANGANA, (TS)
GSTIN ID:d 36AAJFF4430C1ZT

Contact:
Phone/Email: 7337038222,

BTL EPC LTD.
4-11-4, Near HP Gas Gowdown, Thorrur Road, Mamilla, Hayathnagar Mandal, Ranga Reddy, HYDERABAD, 501505

State Code & Name 36 - TELANGANA, (TS)
GSTIN ID: 36AADCS7466G1Z2

Ship To Address:

The Asst. Divisional Engineer (Stores)

Construction Division, Yadadri TPS (5X800 MW), Dameracherla (Mandal), Verlapalem (Village), TELANGANA, 508355

S. No	Description Ins Note	HSN / SAC	Annexure Code	Quantity	UOM	Unit Cost	Delivery Date	Amount	CGST		SGST		IGST	
									Rate	Amount	Rate	Amount	Rate	Amount
1	Fabrication & erection of tanks (BAOF & Coarse Ash), FAE Tower & support structures, Erection & alignment of MS, CI & SS Pipes, Valves, Static & Rotary items - As per Annexure.	9954	0	1	SET	2,89,23,400.000		2,89,23,400.000	9	26,03,106.00	9	26,03,106.00	0	0.00
	Job No.:MHPD-1318 EREC													
	Indent: 02INDT/0524/000336 27-05-24													
								2,89,23,400.00		26,03,106.00		26,03,106.00		0.00
Amount(In Words)											Total		3,41,29,612.000	
*** THREE CRORE FORTY ONE LAKH TWENTY NINE THOUSAND SIX HUNDRED TWELVE RUPEES AND ZERO PAISA ONLY														

Terms & Conditions:

- APPLICABLE TAX & DUTIES** Contract Value included with all Tax & Duties as applicable
- CONTRACT VALUE** Rs 3,41,29,612/-
- INSPECTION** By BTL EPC and/or its client/consultant/any third party
- LIQUIDATED DAMAGES** As Per LOI
- PRICE BASIS** Price is firm till the completion of this order
- PAYMENT TERMS**
 - 10 % Advance against ABG.
 - MS, CI, & SS Pipe Erection & Alignment Work including Pipe Fittings with all tools & tackles, consumables & manpower -
 - 50% for erection / laying of pipes
 - 20% for alignment of piping
 - 20% for Welding completion
 - 5% against hydro-testing / final protocol from Client

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- v) 5% after successful trail run or 12 months from hydro-testing whichever is earlier
- C) Pipe & FAE Tower Painting with all tools & tackles, consumables & manpower -
 - i) 100% payment against erection protocol.
- D) Fabrication, Alignment & Painting of FAE Tower, Buffer Hopper, Misc. Tanks with all tools & tackles consumables, manpower & all In-Plant Transportation of fabricated materials -
 - i) 50% AFTER FIT-UP
 - ii) 40% AGAINST FINAL WELDING & INSPECTION CLEARANCE
 - iii) 5% against inspection protocol.
 - iv) 5% against successful commissioning / PAC whichever is earlier.
- E) FAE tower erection, Mechanical Erection & Alignment Work at all area at AHP with all tools & tackles consumables & manpower -
 - i) 40% against Placement
 - ii) 30% against Alignment
 - iii) 15% against Final Welding.
 - iv) 10% against final protocol from client.
 - v) 5% against successful commissioning / PAC whichever is earlier.

Payment will be released within 30 days from the date of submission of Tax Invoice along with Measure Sheet duly certified by BTL Site In Charge.

7 REMARKS

Scope of Work -

The sub-contractor's scope of work covers complete Raw Material Loading, Unloading, Pre-Fabricated Material Loading, Unloading, Handling, Fabrication, Painting, Erection of Fabricated Structure, Loading, Unloading of Pipes, Erection, Alignment, Painting, Testing, Commissioning & Performance Guarantee Testing of Pipes, Equipment (At Pump House) at for Ash Handling Plant at BHEL-Yadadri 5X800 TPS by maintaining TSGENCO/BHEL's Safety & Statutory Obligations.

Bill of Material is stated hereunder:

1. Pipe Erection & Alignment Work with all tools & tackles, consumables & manpower (as advised by BTL EPC). | Unit - Inch Dia
 2. Pipe Painting with all tools & tackles, consumables & manpower (as advised by BTL EPC). Paint to be supplied by BTL EPC. | Unit - Per Coat Per MT
 3. Fabrication, Erection, Alignment & Painting of FAE Tower with all tools & tackles, consumables & manpower (as advised by BTL EPC). Paint to be supplied by BTL EPC. | Unit - MT
 4. Mechanical Erection & Alignment Work at Pump House with all tools & tackles, consumables & manpower (as advised by BTL EPC). | Unit - MT
- A. Fabrication, Painting, Erection & Commissioning -
1. Raw material will be supplied free of cost by BTL EPC. BTL EPC will ensure that sub-contractor will get all required raw material in time.
 2. Raw Material Loading, Unloading, Pre-Fabricated Material Loading, Unloading, Pipe Loading & Unloading, Equipment Loading & Unloading, Transportation/Shifting of Raw Material from Store Yard to Fabrication Yard, Transportation/Shifting of Structure to Blasting & Painting Yard, Transportation/Shifting of Fabricated & Painted Material to Erection Location, Transportation/Shifting of Equipment to Erection Location (For Pump House Mechanical Work) is under the scope of sub-contractor.
 3. Trailer, Truck, F-15 / Hydra, Other machines, DG Sets, Diesel for DG Sets, Components, Tools & Tackles, Consumables, Workmen (high skilled, skilled, semi-skilled & unskilled, Fabrication Supervisor, Erection Supervisor, Safety Engineer) etc required for above said scope of work is under sub-contractor's scope of supply by maintaining statutory rules of BHEL-ISG/TSGENCO. All fuel & engine oil as required is in the scope of sub-contractor ie M/s First Choice Projects.
 4. Sub-contractor must ensure to keep sufficient stock of other machines, DG Sets, Diesel for DG Sets, Components, Tools & Tackles, Consumables at their store & sufficient number of manpower at site so that work should not be hampered by any means.
 5. All consumables shall have of BTL EPC's / BHEL-ISG's / TSGENCO's approved make. In case of any confusion, sub-contractor should take prior approval from BTL EPC before purchasing the same.
 6. Material Test Certificate of all consumables will have to be provided by sub-contractor.
 7. Offcuts/wastage/burning loss is allowable upto 2% & any extra shall be recovered from sub-sub-contractor at a mutually agreed rate per MT.
 8. Reconciliation of Steel to be done on monthly basis by sub-contractor & to get it certified by the RCM & Project Head of BTL EPC. It should be submitted along with Monthly RA Bill of Sub-Contractor.
 9. For any variance in Contract Quantity on higher side / lower side; Unit rates will be firm for such variation.
 10. Fabrication, Assembly, Welding, Painting, Erection, Welding & Alignment of FAE Tower\
 11. Debris, un-wanted structures & dismantled materials cleaning as per instruction of BTL EPC from work site.
 12. Liquidation of defects up to defect liability period is under the scope of sub-contractor without any extra or additional costs.
 13. Responsibility of Security of Raw Materials, Pre-Fabricated Material handed over to Sub-Contractor till the commissioning of the Project is in the scope of M/s First Choice Projects.
 14. Manpower support for Commissioning is under sub-contractor's scope as far as its scope of work is concerned.
 15. Details of Painting is stated hereunder :
 - a. Construction of Proper Painting Shed & Painting booth is in sub-contractor's scope.

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- b. Painting as per BTL EPC / BHEL-ISG / TSGENCO Specification.
- c. All Paints & Thinners shall be supplied by BTL EPC.
- d. All Consumables, DG Set, Diesel for DG Set & Qualified Painters as required (requirement to be decided by BTL EPC) is under Sub-Contractor's Scope.
- e. Advance planning for Painting has to be provided by M/s First Choice Projects.
- f. Paint Consumption Reconciliation Report to be submitted by M/s First Choice Projects at the end of each week of work.
- B.Special Terms & Conditions -**
1. The scope of the job can be altered or added/deleted on sole discretion of BTL EPC & without any price variation in unit rates.
 2. Price shall remain firm till the end of this contract between BTL EPC & M/s First Choice Projects as well as contract between BTL EPC & BHEL-ISG.
 3. BTL reserve the right to split the Work between different Sub-contractors at Site at its own discretion & Sub-contractor shall be responsible to carry out the Work awarded at the corresponding Bid price.
 4. Sub-contractor shall perform the works in a thorough, efficient manner with due diligence & due care according to sound engineering principles & safe industry practices applicable to the Scope of work & conditions encountered & required herein.
 5. Sub-contractor shall reasonably perform, conform & abide by all instructions, directions & decisions issued to them by BTL.
 6. Except where & to the extent specifically advised otherwise by Contractor or situation demands, Sub-contractor shall not interact / correspond directly with BHEL-ISG & TSGENCO, thus all correspondences shall be made through BTL EPC only.
 7. If the work executed by sub-contractor is not found in compliance with subcontract agreement, BTL EPC shall have the right to instruct subcontractor to perform such Work(s) in accordance with the requirement of subcontract without any extra cost to BTL.
 8. Arrangement for store construction, storing arrangement & safety of material is under the scope of sub-contractor for its scope of work.
 9. Area grading & development for fabrication yard is under the scope of sub-contractor.
 10. Security of issued material is under the sub-contractor for its scope of work. Sub-contractor has to ensure proper safety & preservation of material till commissioning of the same.
 11. The Sub-contractor, at his own responsibility, risk & cost is deemed to have visited & examined the Site of Works & its surroundings & obtained & ascertained for himself all information that may be necessary for preparing the Price including, intra-alia, the actual conditions regarding the nature & conditions of Site, availability of materials, labour, probable sites for labour camps, casting yards, stores etc & the extent of lead & lift required for the execution of the work over the entire duration of the work, take into consideration local conditions, traffic restrictions, obstructions in work, if any & has allowed for all such cost to be incurred due to any such condition, restrictions, obstructions etc. in the quoted price for the works.
 12. The Subcontractor shall not re-subcontract / assign the whole of the Work or any part of the work in his scope to a third party, without obtaining prior written approval of BTL EPC.
 13. Sub-contractor shall follow the Quality Procedure of BTL EPC / BHEL-ISG / TSGENCO under guidance of BTL EPC.
 14. Safety :
 - a. Safety regulation of BTL EPC / BHEL-ISG / TSGENCO has to be followed strictly by the Sub- contractor; M/s First Choice Projects.
 - b. All kinds of safety appliances (PPEs like dust mask, safety belt, safety shoe, hand gloves helmets etc.) is to be provided by the Sub- contractor to their workers, Supervisors & Engineers as per IS Standard & Standard of BTL EPC BHEL-ISG / TSGENCO.
 - c. If any fine (Regarding the violation of safety or any kind of accident from contractor end) is imposed by BHEL-ISG / TSGENCO; then the same would be deducted from Sub-Contractor's account.
 - d. Any accident due to fault of sub-contractor M/s First Choice Projects shall have the equal consequence which might have imposed on BTL EPC.
 - e. Sub-contractor shall take all necessary & reasonable precautions to protect & avoid causing damage to existing services or properties. Subcontractor shall be responsible for identifying all such services, above ground or underground, which are interfering, or may interfere, with the Subcontract Works & ensure protection of such services at his own cost.
 15. Invoicing & Payments :
 - a. Invoice will be accepted once in a month on the basis of actual work done duly measured & certified by BTL EPC.
 - b. Payments will be made to Subcontractor once in a month for the approved work as per the submission of correct & complete invoice for measurements, as ultimately approved, certified by BTL EPC.
 - c. The said payments shall be made to Subcontractor within 30 (thirty) days of receipt of correct invoices with all documents as listed below, after making necessary deductions/recoveries :
 - i. Invoice – Two Copies as per GST provisions.
 - ii. Detail & summary of measurement Sheet as per billing schedule duly certified by our site engineer. The measurement sheet must indicate the job period, contractor's name & address, BTL's name & Full address, location of Service provided.
 - iii. Muster Roll, PF, ESI Challan of the period of work done.
 - iv. CLC Clearance from BHEL-ISG / TSGENCO.
 - v. Material Reconciliation Statement of all material including Paints received from BTL.

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vi. GST Shall be reimbursed subject to availability of ITC to BTL. If any ITC to BTL EPC is denied by Government due to any fault by Sub-contractor; BTL EPC will deduct entire amount of loss from the sub-contractor & in this regard BTL EPC's decision

will be final whatsoever.

vii. Any other documents as required to approve running bills/final bill as desired by BTL EPC.

16. Time is the essence of the project. If milestones are not achieved & if the delays are attributable to the sub-contractor, liquidated damages at 0.5% (Half) percent per week of delay or part thereof shall be levied on the sub-contractor for

delays beyond the completion time mentioned in this work order subject to maximum of 5% of the sub contract value & recovered from the payments due to the sub-contractors.

17. Labour Laws & Final Settlement of Workers of M/s First Choice Projects :

a. The sub-contractor shall be responsible to comply with the applicable acts, rules, regulations, guidelines, norms etc in respect of labour for works including the procurement of necessary permissions & approvals as well as the submission of necessary reports & returns regularly to the concern authorities & making any payments, fees, charges etc.

b. The sub-contractor shall obtain registration certificate with provident fund commissioner relating to the works & make the due & regular provident fund remittances for the labour & staff engaged in the works in consistence with prevailing acts,

rules etc.

c. Any compensation due to the labour in accordance with the labour laws for the time being in force shall be paid by the sub-contractor without liability to BTL EPC.

d. The sub-contractor shall produce for verification original documents in proof of registration with PF commissioner, remittances made to the PF commissioner for the labour , details of wages disbursed to the labour etc, whenever called for by

BTL EPC & remain directly responsible & accountable to the authorities in these matters.

e. Insurance in the form of workmen's compensation policy shall be taken by Sub Contractor.

f. Salary, Wages & other statutory payments is to be made by sub-contractor on timely manner through Bank Accounts of Workers. All necessary Account Details & UANs of Workers shall be provided by Sub-Contractor to satisfy all statutory norms of BHEL.

g. In any case any PF, Statutory dues, Compensation to workers is to be paid by BTL or deducted by BHEL from BTL's account; the same shall be recovered in total from sub-contractor by debiting their account.

h. Sub-contractor shall be responsible for any document whatsoever required for dealing & settlement of all labour issues under the law of land.

18. BTL EPC shall not be responsible for any idling of equipment & manpower if the work is stopped by the owner/or by any other body due to safety or any other reason.

19. BTL EPC will have the right to terminate, split this Work Order at any stage of work without assigning any reason & without any financial implication to BTL EPC.

20. Sub-contractor shall have to deploy sufficient number of personnel, equipment & sources for timely completion of the job.

21. If any additional work is awarded to sub-contractor due to urgency of project, the price already agreed upon will remain valid for existing items & new items as per mutually agreed price.

22. RCM of BTL EPC has the right to disqualify any workman / technician from working at site without prior notice & without assigning any reason.

23. BTL EPC will not be responsible for any stoppage or discontinuity in the work by BHEL-ISG / TSGENCO due to any reason thereof.

24. The work order is subject to the exclusive legal jurisdiction of Kolkata.

25. BTL EPC shall not be liable for any damage or compensation payable in law, in respect of or in consequence of any accident or injury to any worker or any other person employed by sub-contractor. The sub-contractor shall indemnify & keep

indemnified BTL against all such damages & compensation against all claims, proceedings, costs charges & expenses whatsoever in respect or in relation thereto.

26. Sub-contractor will be responsible for arranging for any specific inspection if required by BHEL-ISG / TSGENCO.

27. The sub-contractor will submit monthly, weekly & daily reports, wage sheets, progress report & manpower & Equipment deployment report.

28. Sub-contractor shall perform the Subcontract Works in a thorough, efficient manner with due diligence & due care according to sound engineering principles & safe. Industry practices applicable to the Scope of Work & conditions encountered &

required herein.

29. The Subcontractor shall not assign the whole of the Work or any part of the work in his scope to a third party, without obtaining prior written approval of BTL EPC.

30. To the extent necessary for smooth interface working, Sub-contractor shall co-ordinate with BTL EPC / BHEL-ISG / TSGENCO & other parties executing any interface works concurrently, in the area of Sub-contractor's Scope & ensure cooperation for

smooth execution of the Subcontract Works including allowing others to work on priority where so desired by BHEL.

31. Subcontractor warrants that the Works executed under this Subcontract shall be free from material discrepancies, defects, errors or omissions.

32. Whatever Materials will be issued to the subcontractor, Monthly reconciliation Statement to be submitted for issuing further materials. And total Reconciliation statement to be submitted along with final Bill, if any loss or damage happens due to

miss-handling, recovery to be done by BTL EPC as deemed fit exclusively decided by BTL EPC.

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For BTL EPC LTD.

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33. The Subcontractor shall not execute any extra item unless it is instructed in writing to do so by the RCM of BTL EPC.
34. No idle charges of whatsoever reasons will be paid in this order.
35. Any kind of damage caused by the sub-contractor to any equipment/ structures during transportation/ lifting/shifting/ erection will have to be made good by the sub-contractor.
36. Bills only will be passed by our site engineer/ Site In-charge after successful completion of each & every specified job.
37. All interim/progress payment shall be regarded as payments by way of advance against the final payment & not as a payment for work completed & shall not preclude defective/imperfect/incomplete facilities to be removed. It will not be considered as an admission by BTL EPC of the due performance of contract or any part thereof nor shall it preclude determine or affect the powers of BTL EPC under this conditions or any way affect the contract.
38. In case sub-contractor fails to execute the job to the satisfaction of BTL EPC / BHEL-ISG / TSGENCO; BTL EPC reserves all right to execute balance work through other agencies at the risk & cost of M/s First Choice Projects with a 10 Days Notice.
39. General Terms & Conditions attached herewith as Annexure-I. In any case both these LOI, its T&Cs and Annexure-I (GCC) are to be read in tandem.
40. Accomodation for your manpower by BTL.
41. Electricity and water for construction - By BTL near to work site (400 meter radius).
42. Power & Drinking (potable) water shall be supplied at free of cost to the labour colony/hutment.
43. Cranes will be provide by BTL (Except Hydra & Farana F15)
- Erection, Alignment, Testing & Commissioning of Piping, Structure & Mechanical Work at Pump House for Ash Handling Plant at BHEL-Yadadri 5X800 TPS.
- i.Worker Wages Payment, PF, ESI shall be the responsibility of the contractor whom this order has been issued on & should comply with necessary documents as applicable.
- As Per Contract.
- As Per Contract

8 SCOPE OF WORK

9 STATUTORY REQUIREMENT

10 TIMELINE

11 WARRANTY PERIOD

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1. BACK-TO-BACK PROVISIONS

All the provisions of a BTL's Contract with Employer will have back-to-back application to this Agreement in relation to the Services to which that Contract applies, unless it is agreed specially in this agreement. For the purposes of, "back-to-back application" means that:

- a. the obligations of BTL and the rights and remedies of the Employer under the Contract, including any amendments or variations to them as falsetified to you from time to time, will be deemed incorporated into this Agreement as if:
 - (ii) the obligations of BTL under the Contract were obligations of the yours under this Agreement; and
 - (iii) the rights and remedies of the Employer under the Contract were rights and remedies of BTL under this Agreement;
- b. the provisions of the Contract, as incorporated into this Agreement:
 - (ii) are in addition to the provisions set out in this Agreement; and
 - (iii) will be interpreted in the context in which they are used in the Contract;
- c. to avoid doubt:
 - i. where BTL must meet any relevant date or deadline under the Contract, BTL agrees to use its best endeavors to provide reasonable falsetice to the Sub-contractor but Sub-contractor must meet that deadline or date, whether or falset the Sub-contractor received any relevant period of falsetice specified under the Contract;
 - ii. if any right of suspension or termination is exercised by the Employer against BTL under the Contract with effect from a particular date, BTL may exercise that right against the Sub-contractor with effect from that date;
 - iii. if any payment or refund must be made by BTL to the Employer under the Contract, the Sub-contractor must make that payment or refund to BTL falset less than 2 Business Days before the due date under the Contract or as falsetified by BTL, together with any interest or other amount payable;
 - iv. the parties ackfalsnowledge and agree that the effect of subparagraphs (i) to (iii) is that the Sub-contractor may receive a lesser period of falsetice than is specified under the Contract. BTL agrees to use all reasonable endeavors to provide the Sub-contractor with any relevant falsetice as soon as possible after receiving such falsetice under the Contract;
 - v. the falsen-exercise of any right by the Employer under the Contract does falset limit BTL's rights under this Agreement; and
 - vi. same or a similar provision in both the Contract and this Agreement does falset limit BTL's right to rely on or exercise any right under either provision at BTL's option.

2. PERFORMANCE AND COMPLIANCE

- (i) Sub-contractor must meet or exceed all performance standards, benchmarks, targets and related obligations set out in the Contract and this agreement or as determined and advised by the BTL's representative / Project manager from time to time.
- (ii) Sub-contractor must meet or exceed all compliance standards, benchmarks, targets and related obligations set out in the Contract and this agreement or as reasonably determined and advised by the BTL representative from time to time.

3. DOCUMENTS BINDING THIS AGREEMENT:

- (i) NIT published by Employer and its amendment followed by Agreement including supplementary Agreements, if any, between THE EMPLOYER and BTL in respect of the CONTRACT.
- (ii) Pre-Tender Agreements/documents entered between BTL and the EMPLOYER, if any.

4. DISCREPENCY/AMBIGUITY:

In the event of any conflicts or ambiguities between or among this Contract and the Tender document, then the stricter, greater or higher quality requirement shall control. However, where the issue is the scope or quantity of services required from the Sub-contractor, the requirements of this Contract, including its Attachments, shall prevail over any conflicting requirements of the Tender document.

5. CONTRACT VALUE:

The unit rates for payment of item will be strictly as per those contained in this agreement Annexure and the cost specified in there for the above work. These rates shall include all prices like Cement, Steel, Aggregates including all taxes and duties, royalties, carrying charges etc. The Value of work shall be as per Unit Rate as per the agreement and this shall include all taxes and duties applicable. Labour Cess shall be paid by Sub-contractor.

6. Firm Price:

Sub-contractor understands and agrees that this is a firm fixed price contract during project timeline or any extension thereof and that there shall be false allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Contract. Sub-contractor agrees to fulfil its obligations under this Contract, regardless of cost, for the sole and sufficient compensation with false expectation of additional compensation.

7. PAYMENT TERMS AND EXECUTION:

All Payment shall be made by the Employer to BTL. After receipt of above payment to BTL Account, the payment will be released to Sub-contractor in the proportion of their rate. Payment terms shall be Back to Back to the Employer's payment terms agreed for this job with BTL.

- (i) Sub-contractor shall raise invoice as per the rate agreed in this Agreement with GST shown separate for checking of BTL only when payment realization in BTL account.
- (ii) The quantity approved by the Employer in the Measurement sheet shall be binding to both the parties and the payment shall be released based on the same.

For avoidance of any doubt; falsetwithstanding anything contained herein Payment of any Fees of Sub-contractor will falset be due until the Employer has paid the fees under the relevant Contract to BTL. AND Sub-contractor shall get payment only when his related to work got certified and payment realized at BTL EPC's account.

8. CONTRACT AGREEMENT BETWEEN BTL AND THE EMPLOYER:

The contract agreement including supplementary agreements, if any, between BTL and the EMPLOYER forms an integral part of this agreement and Sub-contractor shall abide by all terms, conditions & other details set forth in the contract agreement including supplementary agreements, if any, between BTL and the EMPLOYER in its entirely without any reservations whatsoever. Sub-contractor shall hence become automatically liable and solely responsible for due fulfilment of all contractual requirements, terms and conditions of the CONTRACT attributable to his portion of work.

9. PERIOD OF COMPLETION:

Sub-contractor shall complete the portion of his work within the period as mentioned under in BTL's contract with Employer, or as may time extension as may be approved by the Employer.

10. SPECIFICATIONS OF WORK:

Sub-contractor shall undertake all assigned works as per the drawings, specifications, terms and conditions detailed in the Contract and as per the agreement between BTL and the EMPLOYER.

11. GST, CESS etc.:

GST, CESS, Royalty and any other statutory taxes as applicable shall be deducted from all the Bills of BTL and as per contractual provisions this shall be borne by Sub-contractor for their portion of work.

12. LIQUIDATED DAMAGES:

If the EMPLOYER prefers to impose Liquidated Damages or any type of penalty on BTL for any reason whatsoever as per the terms and conditions of CONTRACT, the same shall be borne by Sub-contractor immediately after imposing by the EMPLOYER proportionate to his value of work.

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13. INCIDENTAL EXPENDITURE:

All incidental expenditure whatsoever for due fulfilment of the CONTRACT shall be borne by Sub-contractor.

14. ASSIGNMENT OR SUBLETTING OF CONTRACT:

Sub-contractor shall not at any time, sub-contract, sublet or transfer this contract to any person(s)/firm etc. without previous permission in writing of BTL. Provided that the execution of works by a petty contractor/ Sub-contractor/piece rate worker under the direct and personal supervision of Sub-contractor or their authorized agent shall not amount to subletting within the meaning of this clause. Provided further that where the subletting of a work by Sub-contractor in any case, is permitted by M/s BTL, such subletting shall never be deemed to establish any contractual relationship between the Sub-contractor and BTL and that Sub-contractor shall not, at any time, be absolved of any obligation or responsibility under the contract or any part thereof and shall continue to be responsible for all acts of omission and commission of the Sub-contractor, his agent, servants or workmen as fully and effectually as if the same were acts of omission and commission of BTL.

15. COMPLIANCE WITH ALL LAWS:

Sub-contractor shall comply with all provisions of any laws, rules, regulations or bye-laws relating to the execution of the works under this contract Agreement made by any Government, Local Authority, Local body or Administrator of any local body or any Undertakings for the time being in force or amended or introduced during the currency of CONTRACT including Contract Labour (Regulation & Abolition) Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees' Liabilities Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Mining Act, 1952, Employees State Insurance Act 1948 and Apprentices Act, 1961, Employee Provident Fund and Miscellaneous Provision Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act 1972, Industrial Employment (Standing Orders) Act 1946, Trade Union Act 1926, Child Labour (Prohibition & Regulations) Act, 1986, Interstate Migrant Workmen's (Regulation of employment & conditions of Service) Act 1979, The Building and other Construction Regulations Of employment and conditions of service) Act 1996 and the Cess act of 1996, Factories act 1948, and rules made under these Acts for the time being or amended or introduced during the currency of the CONTRACT relating to the labour/workmen employed by him. Provide further that sub-contractor shall obtain all licenses from statutory authorities concerned, insurance policies required under the CONTRACT like CAR, Workmen compensation, Public Liability etc. all at their cost. Copies of licenses and live insurance policies shall be provided by Sub-contractor to BTL. Sub-contractor shall indemnify BTL on a stamp paper worth Rs.100/- in the standard format of BTL, which forms part of this Contract Agreement from any loss to BTL on account of disability, of claims against death, partial unsafe construction practices, indulging in subversive activities, wage payment to his Sub-contractors and workmen and employees etc.

16. SUB-CONTRACTOR'S REPRESENTATIONS AND WARRANTIES:

Sub-contractor represents and warrants on each day of any Term that:

- i. it will provide the Services with the high level of care, skill, knowledge, experience and ability which should be expected of an organization providing services of the type of the Services;
- ii. it will provide all Services in accordance with:
 - a. the terms of this Agreement, including without limitation, any provisions all the Contract that are incorporated into this Agreement; and
 - b. all relevant laws, regulations, standards and codes of conduct;
- iii. Neither it nor any of its employees, agents, contractors or related bodies corporate, will engage in any conduct or activity that:
 - a. in BTL's reasonable opinion may harm, or may be likely to harm, the name, reputation or goodwill of BTL or the Employer; or
 - b. is otherwise offensive, illegal, corrupt or disreputable;

17. LIABILITY AND INDEMNITY

Sub-contractor shall indemnify, defend and hold harmless and keep indemnified BTL and its directors, employees, representatives from and against all actions, suits, claims costs, fines, judgements, liabilities and demands (including reasonable attorney's costs) brought or made against the BTL in respect of: (i) any matter or things done or omitted to be done by the Sub-contractor or any of its other Contractors or their respective, employees, workmen, representatives, agents, servants or Sub-contractors in the execution of or in connection with the Services (ii) Sub-contractor's or other Contractor's performance relevant to this Agreement including but not limited to failure to achieve the Project milestones, failure to comply with the Terms and Conditions, applicable laws and regulations of the Governmental Authority and local authorities, failure to obtain the relevant licences and permits, infringing any materials, intellectual property rights and specifically regarding use, storage and disposal of hazardous materials.

18. SAFETY:

All packaging materials should be ECO/ Environment friendly. Sub-contractor shall carry out the works in the safest manner and comply with all safety rules and regulations of the EMPLOYER and Statutory Authorities strictly and without any deviation. R. Sub-contractor shall provide necessary personal protective equipment to all the workmen engaged by him/his Sub-contractors etc. Sub-contractor shall ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/inflammable liquids/paints etc. as required under the law and/or as advised by the Fire Authorities of the locality and/or of the EMPLOYER. Sub-contractor shall ensure that false temporary combustible structures are built near or around work site. Wherever required, Sub-contractor shall provide Fire Extinguishers/Fire Buckets and water drums in perfect working conditions at all times for fire-fighting purposes. Sub-contractor shall ensure that explosives of any nature are not stored or used on the works or on the site without the permission of the EMPLOYER in writing. In cases where explosives are required to be used for undertaking the works under the CONTRACT and if clearly permitted by the EMPLOYER in writing, Sub-contractor shall store the permitted quantities and types of explosives in a special magazine in accordance with the Explosives Rules. Sub-contractor shall obtain the necessary licenses for the storage and the use of explosives and all operations which or for which explosives are permitted to be employed shall be at sole risk and responsibility of Sub-contractor and they shall indemnify BTL against any loss or damage resulting directly or indirectly there from.

19. DAMAGES TO EMPLOYER'S PROPERTY:

Sub-contractor shall be responsible for making good to the entire satisfaction of the EMPLOYER, any loss or damage to any structure, property etc., belonging to the EMPLOYER/BTL or any other agency including third party, due to fault, negligence or omission or commission, by Sub-contractor employees, agents, representatives or sub-agencies.

20. MEASURES TO PREVENT EPIDEMIC DISEASES:

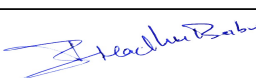
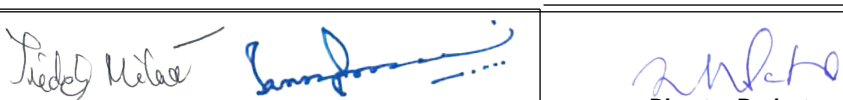
Sub-contractor shall take adequate measures and precautions to prevent spreading of epidemic diseases in or around the work area and in his labour camps.

21. FORCE MAJEURE:

Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, compliance with any order or request of any Governmental authorities, acts of war rebellion, sabotage, fire, floods, explosions, riots or illegal strikes, provided always that such occurrences result in impossibility of performances of this Contract Agreement. Provided further that only events of Force Majeure, which impede the execution of the contract agreement at the time of their occurrence shall be taken into cognizance.

22. ARBITRATION:

For any dispute arising out of this agreement between the two parties, the dispute shall be referred to the arbitral tribunal to be constituted as per the Arbitration and Conciliation

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 Authorized Signatory	 Authorized Signatory Director Project	

Act, 1996. The tribunal shall consist of three arbitrators, in which each party shall appoint one arbitrator and the two appointed arbitrators shall appoint a third arbitrator who shall act as the presiding arbitrator. The venue of arbitration shall be at exclusively KOLKATA, India.

23. CONFIDENTIALITY OF DOCUMENT:

This contract agreement between BTL and Sub-contractor shall be kept extremely confidential and neither BTL nor Sub-contractor shall divulge its existence to any individual/firm/company/Institution/Governmental or Private authority etc., whatsoever without express written consent of the other party.

24. UNDERTAKING:

Sub-contractor hereby expressly agrees and undertakes that it will not use BTL name/Logo individually and shall indemnify BTL for any damages that may result from any such unauthorized usage of name of their name and logo.

25. CORRESPONDENCE WITH EMPLOYER:

As a part of implementation of system, BTL will depute one qualified and experienced engineer as its Project Representative to monitor the progress and check the quality of work at site. He will be reporting directly to Sub-contractor and BTL management on all matters related to the Project. He will be authorized to sign bills, correspond and discuss with THE EMPLOYER on any issues related to the progress, quality, safety etc. It is also agreed that M/s BTL shall also depute a Representative of Sr. Engineering Level and he will directly reporting to BTL only. The purpose of deploying this Representative is to monitor all the site activities/Work Progress, Billing by BTL to Employer and proper communicating to Sub-contractor by BTL. The Deployment / Termination / Alteration of this representative will be done by BTL only. Sub-contractor has to bear the expenses incurring towards the Engineer including the total salary (CTC), mobile charges, food allowances and accommodation etc.

26. Termination for Default:

- 26.1 BTL may, without prejudice to any other remedy for breach of this contract, by written notice of default, sent to Sub-contractor, terminate this contract in whole or in part.
- 26.1.1 If Sub-contractor fails to execute works/deliver any or all of the goods/work within the time period(s) specified in this contract, or any extension thereof granted by the BTL
- 26.1.2 If the Sub-contractor fails to perform any other obligation(s) under this Contract; and
- 26.1.3 If Sub-contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the BTL may authorize in writing) after receipt of the default notice from the BTL.
- 26.2 In the event the BTL terminates this contract in whole or in part, the BTL may procure/execute work, upon such terms and in such manner as it deems appropriate, goods/works similar to those undelivered and the Sub-contractor shall be liable to the BTL for any excess cost for such similar goods/works. However, the Sub-contractor
- 26.3 In the event Employer terminates the contract, this contract shall automatically stand as terminated.

27. Termination for Insolvency:

BTL may at any time terminate this Contract by giving written notice to the Sub-contractor, without compensation to the Sub-contractor if the Sub-contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BTL.

28. JURISDICTION:

All disputes are subject to exclusive Jurisdiction of KOLKATA (West Bengal), India
The Correspondence Office of the BTL will be at
2, Jessore Road, Kolkata 700 028
Tel : +91 33 25502487,

29. MISCELLANEOUS:

- a) WAIVER - The failure of either party to exercise any right hereunder shall not be deemed to be a waiver of such right or any other right, nor a waiver of any continuing or subsequent breach or default of this Agreement by the other party.
- b) SEVERABILITY - Each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. If there is any conflict between any term, condition or provision, by law or regulation, the latter shall prevail provided, that any such conflicting term, condition, or provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements and the remainder of this Agreement shall not be affected thereby
- c) ASSIGNMENT - This Agreement shall not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party, which consent will not be unreasonably withheld. The foregoing shall not apply in the event either party shall change its corporation name or merge with or have substantially all of its assets acquired by another corporation.
- d) BINDING EFFECT - This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal and legal Partners, successors, and permitted assigns.
- e) ENTIRE AGREEMENT - This Agreement supersedes any previous agreements between the parties hereto, whether expressed or implied, oral or written. The parties represent that there are no oral agreements, representations, or understandings between them which are set forth in this Agreement, and that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended or modified except by a writing duly executed by the parties hereto.
- f) COUNTERPARTS - This Agreement may be executed in one or more counterpart copies, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

For FIRST CHOICE PROJECTS

For BTL EPC LTD.

Authorized Signatory

Authorized Signatory

Director Project