

<b>Contractor's details</b> JBS ENTERPRISES PVT LTD PO DHUPGURI, WARD NO 14 NETAJI PARA , JALPAIGURI, 735210, 25 WEST BENGAL, INDIA PAN: AABCJ4464B GSTIN: 19AABCJ4464B1ZR Vendor Code: 0000191921  Kind Attn: Phone: Mobile: Email: DEVENDRA@JBSEPL.IN	<b>SO No :</b> 5700307642 <b>SO Release Date :</b> 07.04.2022
	<b>Employer's details</b> ADANI INFRA MGMT SRV LTD 2ND FLOOR, SHAKTI APARTMENT SHAKTIGARH, ROAD NO.1, POST SILIGURI BAZAR DARJEELING 734005 WEST PAN CIN U74999GJ2017PLC097813 GSTIN 19AAPCA6798M1ZI IEC No. <b>Our Contact Details</b> Name Akshay Soni Phone Email akshay.soni@adani.com

## Order Value Summary

	Currency	Amount
Basic Price	INR	3,816,000.00
Other Charges	INR	0.00
Taxes	INR	686,880.00
SO Price	INR	4,502,880.00
<b>In words, RUPEES FORTY FIVE LAKH TWO THOUSAND EIGHT HUNDRED EIGHTY ONLY</b>		

Subject: Service Order for Productivity Linked Performance Based Contract for Operation & Maintenance (O&M) Services for 400KV Alipurduar-Siliguri Transmission Lines for West Bengal Section, India for F.Y 2022-23.

Reference:

- 1) Previous Orde ref. no. 5700296656 dated 30.04.2021
- 2) Our enquiry through Ariba vide dated 26.02.2022
- 3) Ariba Event No. DoC913067915
- 4) Your offer through Ariba vide dated 25.03.2022

Dear Sir,

With reference to the aforementioned subject and the correspondence exchanged, Adani Infrastructure Management Services Limited (hereinafter called the "Employer") is pleased to issue this detailed Service Order to JBS Enterprises Pvt. Ltd. (hereinafter called the "Contractor") as per the Special Conditions of Contract (SCC) detailed below, Scope of Work, Price Schedule specified herein and the Specifications and GCC attached hereto. It may please be noted that any clause, terms or conditions or part thereof in the Contractor's offer that are repugnant to or inconsistent with the terms stated hereunder shall be void and shall have no force and effect, unless specifically approved by the Employer in writing and incorporated in the SO Documents. The performance of Services by the Contractor is exclusively governed and regulated by the terms and conditions of the SO Documents which include the Service Order, the annexures to the Service Order and other correspondence, as may be attached herein or incorporated herein by reference. Upon acceptance of the SO Documents, the Contractor waives all of its general terms and conditions, as may be applicable to the Works.



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The Contractor shall communicate its acceptance of the SO Documents to the Employer within three (3) days from the date denoted as the #SO Release Date# in this Service Order, failing which the SO Documents shall be automatically deemed to have been accepted by the Contractor. The Parties consent to the use of electronic means for communicating acceptance of the SO Documents. However, if required by the Employer, the Contractor shall provide a duly signed and stamped copy of the SO Documents to the Employer, as a token of having agreed and accepted the terms and conditions of the SO Documents.

## **SPECIAL TERMS AND CONDITIONS (STC)**

### **1.0 Scope of Work**

1.1 Scope of Works/Facilities under this Contract is for providing Productivity Linked Performance Based Operation & Maintenance (O&M) services for 400KV Alipurduar-Siliguri Transmission Lines for West Bengal Section, India for F.Y 2022-23.

1.2 The Specific Agreed Points, Scope of Work for Transmission Line and K factor sheet are as per Annexure-II & III.

### **2.0 Effective Date**

The effective date of Contract shall be 01.04.2022.

### **3.0 Site**

400KV D/C Alipurduar Transmission Lines for West Bengal Section

### **4.0 Completion Schedule**

4.1 Contract shall be valid for period of Twelve(12) months i.e. from 01.04.2022 to 31.03.2023.

### **5.0 Price**

5.1 The Basic Price shall be Rs.38,16,000/- (Rupees Thirty Eight Lakh Sixteen Thousand Only) as per 'Bill of Quantity' attached at Annexure-I of this Contract, which is exclusive of applicable GST.

### **6.0 Taxes**

6.1 Applicable GST shall be paid extra at actual against documentary proof. The present rate of GST is 18%.

6.2 The Contractor shall: (i) deposit applicable GST with the relevant government authority, (ii) file returns and such other analogous statutory filings in respect thereto with the relevant government authorities, in accordance with manner and timelines stipulated under applicable laws, and (iii) submit to Employer all relevant documentation evidencing such compliance and deposit of GST within three (3) days of filings and/or deposit. Employer shall be entitled to withhold payments due to Contractor under this Contract, to the extent GST amounts are not deposited by Contractor with the government authorities, along with any interest, fine and/or penalty that may be levied under applicable laws, if Contractor fails to comply with this Clause. Contractor shall comply with all requirements stipulated under applicable laws in respect of deposit of taxes, duties, cess, surcharge or similar levies with relevant government authority. Any expenses suffered by Employer on account of Contractor's non-compliance with such applicable laws shall be to Contractor's account.

### **7.0 Payment Terms**

7.1 90% of the Contract Price along with applicable GST shall be released on pro-rata basis within thirty (30)

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days against submission of monthly Running Account (RA) bills at Site upon completion of the month. Payment shall be made after receipt of clear Invoice along with required supporting documents from Contractor subject to adjustment of the following:

- (a) Amount due to Employer payable by Contractor.
- (b) The previous payments made, if any.
- (c) Holds suggested by Employer's Representative, if any.
- (d) Statutory Deductions (e.g. Income tax, etc.), if any.
- (e) Monthly actually achievement certificate of the KPIs duly certified by Employer's Site in charge.
- (f) Other deductions, if any.

The Contractor shall ensure submission of following documents along with first RA bill:

- (a) CPBG as specified in clause no. 9.1.
- (b) Acceptance of the Contract.
- (c) Employer's Representative Certificate for agreed mobilization of equipment, Plant & Machinery at Site.
- (d) Certificate from the Employer's Head-Safety for completion of Safety Setup by the Contractor
- (e) Copies of Insurance Policies required to be taken by the Contractor under the Contract.

Pro-rata payment shall be made against Monthly RA bills upon submission of the following documents:

- (a) Invoice (clearly indicating cross referencing the Contract Item no., GST number and Income Tax PAN Number.)
- (b) Certification by Employer's Representative on deployment of Manpower, Tools & Tackles & Consumables during the month.
- (c) Free issue material reconciliation statement, if any.

The payments certified through RA Bills shall be treated as advance payments against the final bill. The quantities of service certified by the RA Bill shall not be considered as final and the same will not entitle Contractor to raise any claim, whatsoever.

Enclosures To RA Bills:

The RA bills must be submitted along with (i) the names of the labour employed for the services, (ii) salaries paid to them, (iii) amount of PF deducted from the salary of the labour, (iv) Contractor's contribution, (v) amount deposited in Regional Provident Fund Commission (RPFC) against each labour and (vi) copy of the Challan for the amount deposited in RPFC till previous month, duly certified by the Employer's Representative. Contractor shall also submit month wise labour payment record duly certified by the Employer's Representative along with the RA Bill. No. payment shall be released for RA Bills submitted without these documents.

The Contractor should ensure 100% compliances of pending issues of previous RA bill related to HR dept. Pending compliances from the Contractor shall lead to hold of the processing of the bill for the subsequent months.

7.2 Balance 10% of the Contract Price shall be paid on successful completion of services within thirty (30) days subject to submission of the following:

- (a) 'Certificate of Completion' issued by Employer's Representative.
- (b) 'No-claim Certificate' and 'Certificate for Release of Final Payment'
- (c) Final reconciliation statement for Free Issue Material, duly approved by Employer's Representative.
- (d) Final Payment shall be made after adjusting the amounts due to Employer by Contractor including applicable Liquidated Damages, if any, the previous payments made and statutory deductions, if any.

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Withholding tax / TDS: The applicable Withholding tax / TDS shall be deducted from Contractor's Bill amount.

Final payment is conditional upon the fulfilment of Employer's obligations to provide all documentation as required by the Contract. Invoice(s) shall not be processed for payment until all such obligations are fulfilled.

Contractor shall be liable for any loss to Employer incurred on account of wrong invoicing on Contractor's part.

The Certificate issued or Payment released shall neither be considered as conclusive evidence of the satisfactory performance of the Work covered under this Contract, either wholly or in part, nor shall any Certificate or Payment be construed as acceptance of defective or improper Work or as relieving Contractor from their responsibility under the Contract.

### **8.0 Liquidated Damages**

8.1 The Liquidated damages shall be as per PLPBC parameter attached at Annexure-II. The maximum ceiling of the Liquidated damages for the performance deficiency shall be limited to 10% of the Contract Value.

### **9.0 Securities**

9.1 Within thirty (30) days from the Effective Date, the Contractor shall submit the Contract Performance Bank Guarantee, in the form provided in along with the Service Order, for an amount equal to 10% of the Basic Price which shall remain valid and effective till the date of Completion as per the completion schedule, with a claim period of Thirty (30) Days beyond such validity.

### **10.0 Defect Liability Period**

Not Applicable.

### **11.0 Invoicing Address**

Adani Infrastructure Management Services Limited  
2nd Floor, Shakti Apartment  
Shaktigarh, Road No.1,  
Post Siliguri Bazar Darjeeling -734005

### **12.0 Specific Agreed Terms**

12.1) Joint interview shall be conducted by Employer and Contractor for the selection of Key Personals (Head / engineer / operator) and further deputation at site.

12.2) Termination: Employer has the option to discontinue the Services for any Substations and / or Transmission Lines as per their convenience / site requirement with a notice period of 30 days and Contractor shall have to abide by the same. Contractor shall not be entitled for the payment beyond the Service period as per the notice.

12.3) If monthly score is below 80% for two Consecutive months, Order may be terminated on sole discretion of Owner.

12.4) Cap value for Performance incentive shall be 5% of the Basic Order Value.

12.5) Contractor shall take Workmen Compensation Policy covering all the workmen deployed at our site.

12.6) Construction power and water will be made available to Contractor by Employer free of cost at one point to be decided by the EIC. However, any instrument required for measuring the consumed units/quantity

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shall be arranged by Contractor.

#### 12.7) Safety:

12.7.1 Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the Employer or to others, working at the Site. Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Employer, as he may deem necessary.

12.7.2 Any loss or damage to any equipment, tools and machinery of Employer for whatever reasons the same shall be covered under the Employer's insurance policy.

12.7.3 In the event of any injury or loss of life to any of Contractor's workers/ staff due any negligence, the Employer will not be responsible for the same. The entire responsibility lies with Contractor. Contractor is liable to pay the total compensation and all incidental costs arising out of such incident, if any.

12.7.4 Contractor will provide necessary Personal Protective Equipment (PPE) e.g. goggles, gloves, safety shoes, safety helmet, gumboots, masks, apron etc. as per existing norms / factories act to its employees/workers as and when required. Workman without using safety device shall not be allowed to do the work & shall be treated as absent.

12.7.5 All Government statutory requirements will be fulfilled by Contractor.

12.7.6 Contractor shall observe strictly the general Health, Safety and Security Rules and Regulations. Non-compliance of any Health, Safety and Security rules will attract penalty on the Contractor.

#### 12.8. Environment

12.8.1 The Contractor will perform the Services in a manner that gives appropriate regard to the protection of the natural environment.

12.8.2 The Contractor will comply with all Statutory & Regulatory requirements and codes of practices relating to the products and services being offered as may be relevant.

12.8.3 The Contractor will follow all Environmental Operational Controls while carrying out the activities within premises as per the instruction by user department

#### 12.9 Free issue items / Facilities:

12.9.1 Office place along with available furniture & available office space to be provided to Contractor on Free of Cost basis.

12.9.2 Employer shall provide all required drawing and documents to the Contractor. The same shall be returned by the Contractor at the end of the Contract.

#### 12.10 Exclusion (Not part of Contractor Scope):

12.10.1 Manpower for Security and Central Stores

12.10.2 Any overhauling of major equipment is excluded from Contractor's scope. However, providing adequate resources at site required to assist external agency hired for the said purpose is part of Contractor's scope.

12.10.3 Any other services i.e. OEM / expert visit.

12.10.4 In case of any special requirement where support from OEM is not available, Employer to take necessary action. But the intimation shall be issued in writing by Contractor to Employer well in advance.

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12.10.5 Major OEM spare: In case of OEM spares required for maintenance activities, the same shall be arranged by Employer. But intimation shall be issued in writing by Contractor to Employer well in advance.

12.10.6 Civil works of any kind is excluded from Contractor Scope.

12.10.7 In case of major failure, Contractor shall co-ordinate with OEM/ Employer for necessary arrangement. All expenses towards OEM visit shall be borne by the Employer. Contractor shall provide seven (07) days prior intimation to Employer for any OEM visit except in emergency cases.

12.10.8 Major overhauling of equipment, as & when required, shall be executed through Original Equipment Manufacturer (OEM) team and to be arranged by Employer.

### 13.0 Notice and Communications

All notices and communications required to be given under the SO Documents by one Party to the other Party shall be in writing, in English and shall be addressed to the relevant Party at the address(es) given below or at such address as it may from time to time notify:

(i) Contractor:

Attn.: Devendra Ashtikar  
Email: devendra@jbsepl.in  
Contact No.:

(ii) Employer:

Attn: Hitesh Patel  
Email id: hiteshb.patel@adani.com  
Contact No.: +91 9687660496

13.1) All correspondence regarding Technical matters for Transmission Line shall be addressed to:

Attn.: Mr. Asis Kar  
Contact No.: +91 9337441750  
Email: asis.kar@adani.com

With a copy to:

- i) atulj.sadaria@adani.com
- ii) Nihar.raj@adani.com

13.3) All correspondence regarding commercial matter shall be addressed to:

Attn: Mr. Masoom Pandya  
Contact No.: +91 9099991169  
Email id Masoom.pandya@adani.com

- i) masoom.pandya@adani.com

13.4) All correspondence regarding finance matter shall be addressed to:

Attn: Mr. Amit Mansukhani  
Contact No.: +91 8128985706  
Email id: amit.mansukhani@adani.com



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**Enclosures:**

1. Annexure-I: Price Schedule
  2. Annexure-II: K-Factor Sheet
  3. Annexure-III: Scope of Work
  4. Annexure-IV: General Conditions of Contract (GCC)
  5. Annexure-V: Safety Requirements
  6. Annexure-VI: OHS Manual
  7. Annexure-VII: Format of Contract Performance Bank Guarantee
  8. Annexure-VIII: Supplier code of Conduct
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**ANNEXURE I  
PRICE SCHEDULE**

BOQ For 00010. PLPBC based contract at A-S line.

Plant : 344T

Serial No.	Service Code/Description	UOM	Quantity	Unit Rate	Total Amount
10.	150014471 CGST%: 9.00% CGST Amount: SGST%: 9.00% SGST Amount: SAC Code: 998719 OPERATE & MAINTAIN, TRANSMISSION LINE Productivity Linked Performance Based Contract for Operation & Maintenance (O&M) Services for 400KV Alipurduar-Siliguri Transmission Lines for West Bengal Section, India for F.Y 2022-23. Line text:Productivity Linked Performance Based Contract for Operation & Maintenance (O&M) Services for 400KV Alipurduar-Siliguri Transmission Lines for West Bengal Section, India for F.Y 2022-23.	Months	12.000	318000.00/1	3816000.00 343440.00 343440.00

No of Items : 1

**Subtotal : 4,502,880.00**

	Currency	Amount
Basic Price	INR	3,816,000.00
Other Charges	INR	0.00
Taxes	INR	686,880.00
SO Price	INR	4,502,880.00

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