



ITD Cementation India Ltd

Work Order - (Subcon)

Commitment, Reliability & Quality

Contract Details		Subcontractor Details	
Work Order No.	4600004365	Subcontractor	TOTAL QUALITY PARTNERS
Work Order Date :	10.03.2022	Address	GHUMA SANAND ROAD, BOPAL,,154, MANIPUR GREEN BUNGALOWS, 382115,AHMEDABAD IN,24
Contract code	DM-051321	Contact Person	Mukesh T Khatri
Address	Upgradation of Liquid Jetty,GPPL,Pipavav C/o Gujarat Pipavav Port Limited (GPPL),, 365560,Rajula Gujarat	Contact No.	8511125579
Contact Person		GST Number	24BNEPS6224E1Z5
Contact No.		PF Number	
GSTIN	24AAACT1426A1Z5	Email	engineermtk@gmail.com

Dear Sir,

Your letter Reference Number:

We, ITD Cementation India Ltd with reference to your quotation/offer & the discussion we had with you, are pleased to place this Work Order upon you for the execution of the work as described below.

Through your quotation/offer as well as during our various discussions, you have confirmed that you have inspected the site and have got yourselves fully acquainted with the site conditions and you are fully equipped to carry out the subject work.

Based on your aforesaid confirmation ITD Cementation India Ltd is now pleased to place this work order upon you as per mutually agreed terms and condition listed as under.

Project Upgradation of Liquid Jetty
**Owner/
Client**
Consultant
Contractor ITD Cementation India Ltd

Work-order for Witness, documentation, Review, Verification and approval of WPS & WPQR as per EN ISO / AWS / ASME / IS Standard and certification of Welders

Terms and Conditions

1. Scope of work:

Total scope of work under the Subcontract works is as follows:

- A. Detailed scope of works are specified in attached "Annexure A", Bill of Quantity (BOQ)
- B. All report of examination of NDT, RT and UT of welding and approval of WPS & WPQR as per EN ISO/AWS/ASME/IS Standard;

2. Bill of Quantity (BOQ):

The inspection and certification price shall be as shown in BOQ (Annexure - A)

3. Contract:

This is purely an Item rate contract, nothing extra shall be payable.

4. Quantities:

The quantities mentioned in the BOQ are approximate and given to provide basis for general assessment of value of work. The quantities and items are subject to alterations, omissions, deductions, or additions. Approved and accepted quantities and items will only be considered for payment. Any increase or decrease in BOQ quantities and items will not constitute reason for any variation in resource requirement and/or the item rates. No claims or disputes will be entertained on this account. You will be paid for actual work done by you and accepted by us.

5. Documents to be provided by the Subcontractor:

The Subcontractor shall provide the inspection certificate for all the instruments when requested by ITD Cem.

6. Rates:

- A. The rates are inclusive of all costs including (but not limited to) cost of all instruments, equipment, maintenance, labour, supervision, incidental expenses, licenses, permits, statutory Taxes, Duties, Cess, Levies, environmental requirements, mobilization, demobilization, site establishment cost, overheads and profits etc. together with Local Charges whatsoever as applicable during the tenure of the subcontract works but excluding of Goods and Service Tax (GST).
- B. GST is not included in the Subcontract Price and therefore, GST, as applicable, would be reimbursed against submission of documentary evidence by the Subcontractor. The Subcontractor is responsible for fulfillment of all statutory requirements under the Subcontract.
- C. This is a fixed rate contract. No escalation / additional claims shall be payable / entertained.
- D. This Work Order and its contents shall overrule of all earlier quotations.

7. GST & Other Taxes

A. Breakup of Taxes: The Subcontractor shall provide the item wise breakup of Subcontract Price indicating separately the basic unit price and taxes, levies & duties applicable thereon in the Subcontract Price Schedule. In case taxes & duties indicated in Price Schedule subsequently proves wrong, incorrect or misleading, the Contractor shall have no liability to reimburse/pay to the Subcontractor the excess taxes, fees, levies etc. However, if the taxes/fees levied/imposed are lower than the amount indicated in the Price Schedule, the Contractor shall be entitled to recover the difference from the Subcontractor.

B. Payment of Tax and Filing of return under GST: The Subcontractor shall be responsible for all procedural compliances related to the payment of Indirect Taxes, including CGST, SGST, UTGST, IGST under the Subcontract including filing of returns and payment of taxes. In case of any modifications or incorrect disclosure in the outward return, the Subcontractor should either accept changes or issue debit note / credit note for the tax adjustment. The Subcontractor solely be responsible for any proceedings initiated by any Competent Authority, in respect of any non-payment, short-payment, wrong levy of tax, non-compliance, penalty, interest or other such issue, and for all liabilities and expenses related to such proceedings. Any costs arising to the Contractor on account of default of the Subcontractor in filing of returns or payment of taxes or both shall be borne entirely by the Subcontractor.

C. Invoicing & Payment of GST: The Subcontractor shall issue appropriate tax invoice containing all prescribed particulars as required by the relevant statutory indirect tax legislation, including but not limited to breakup of applicable indirect taxes on the face of the invoice, as may be applicable to the Subcontract Works. The tax invoice should be raised by 25th of the month for work done in that month. It is the responsibility of the Subcontractor to

determine appropriate rate of tax and place of services, in case of any error the Contractor shall not be liable to make payment of such Indirect Tax or reimburse the same by any means. Further, in case of deficiency in service, price difference amounting to tax impact, the Subcontractor will be solely responsible for issuance and reporting of credit note or debit note. Any cost arising to the Contractor as a result of default made by the Subcontractor in issuance of the tax invoice in a manner as required by the applicable legislation, which could result in denial of credit or not taking of credit by the Contractor, shall be borne entirely by the Subcontractor.

D. The invoice including the tax component shall be paid to the Subcontractor only upon filing of returns showing the work done under Subcontract and payment of taxes as applicable to the Subcontract, with the Government. A proof of payment of the applicable indirect taxes shall be furnished to the ITD Cem. In case of applicability of Central Goods and Services Tax Act and State Goods and Services Tax Act / Union Goods and Services Tax Act or Integrated Goods and Services Tax Act, the entire Invoice amount including the tax component shall be paid only after the amount is reflected in the GSTR-2A of the ITD Cem. In case of any credit mismatch arising with respect to any service provided under this Subcontract, it shall be the obligation of the Subcontractor to resolve the same within the period provided by the government for resolving the mismatch. Any cost arising to the Contractor as a result of the above, which could result in denial of credit or not taking of credit by the Contractor, shall be borne by the Subcontractor.

E. In case of regular default by the Subcontractor on payment of applicable taxes or filing of returns or issuance of proper documents entitling the ITD Cem to avail credit, or rectifying the mismatch, then, notwithstanding anything contained in the contract, the ITD Cem shall have the right to terminate the Subcontract forthwith and also shall have the right to recover any loss arising to the ITD Cem as a result of the default by the Subcontractor, either by withholding the amounts due to the Subcontractor or by recovering the said amount from the Subcontractor.

8. Indemnity: Notwithstanding the provision contained in clauses above, the ITD Cem shall not be liable to repay or bear any liability in respect of:

A. Payment of any taxes assessed or levied under GST by any Competent Authority which the ITD Cem is liable for or on account of any act or omission on the part of the Subcontractor for breach of this Clause.

B. Any liability arising directly or indirectly or incurred by reason of any misrepresentation by the Subcontractor to any Competent Authority in respect of indirect taxes.

C. Any loss of credits or loss of benefit arising on account of non-filing of returns, non-payment of taxes, following the procedural compliances under GST, any compliances introduced under GST, or similar such defaults by the Subcontractor.

D. Any proceedings initiated by any Competent Authority on the Subcontractor, in respect of any non-payment, short-payment, non-compliance, penalty, interest or other such issue, and for all liabilities and expenses related to such proceedings. If any proceedings initiated against the ITD Cem by any Competent Authority, as a result of any default of the Subcontractor, then the Subcontractor shall fully indemnify and compensate the ITD Cem for any cost, liability, penalty, fine, interest, legal fees or any other such amount, as a result of such proceedings.

9. Deduction of Taxes at Source (TDS): Contractor shall withhold from payments to be made to the Subcontractor, as per statutory rules applicable for deduction of taxes at source (TDS), and pay to the Government Authority any and all taxes including but not limited to TDS under GST Act. as required to be withheld as TDS (Tax Deducted at Source) pursuant to applicable Law. Income Tax, as applicable in India, will be deducted by the Contractor from each interim bill together with final bill raised by the Subcontractor under this Subcontract. If the Subcontractor wishes to and is eligible for lower or nil deduction of income tax at source, then the Subcontractor need to obtain withholding tax order/certificate from the relevant Government Authority under section 197 of the (Indian) Income-tax Act, 1961 for determination of the appropriate withholding tax, before the Contractor can make the remittance to the Subcontractor. Such remittance will be effected only after the Subcontractor provides ITD Cem with the withholding tax order/certificate for lower or nil deduction at source. Otherwise, remittance will be released to the Subcontractor after deducting normal applicable rate of TDS under Income Tax Act'1961. Where there is a delay or default in obtaining the withholding tax order or certificate referred above by the Subcontractor due to fault of the Subcontractor and where the ITD Cem is subject to interest, penalty or other actions by the Government Authority on account of such delay, the Subcontractor hereby agrees to indemnify and hold harmless the ITD Cem from and against any and all taxes including taxes on disallowances, interests, penalty, liabilities, attorney fees and other expenses incurred or liable to be incurred by the ITD Cem which the ITD Cem shall become subject to under any applicable Law in respect of taxes.

10. Mobilization:

You shall mobilize all required resources like men, machinery and materials abiding the contract fulfilling the requirement as per the work schedule given by ITD Cem.

11. Certification, Payment & Deduction:

A. Payment will be made within a reasonable period of time on submission of error free bills after the certification of bills by the Engineer-in-Charge of ITD Cem.

B. Taxes as applicable will be deducted from your bills.

12. Behavior of Subcontractor's staff/workmen & Discrepancies: In case of any misbehavior by Subcontractor's staff with any staff of ITD Cem, representatives of ITD Cem, Client or their consultants, the Subcontractor shall be liable to remove his particular staff on receiving instructions from ITD Cem. In the absence of the same ITD Cem reserves all its rights to terminate the contract immediately.

13. Partnership firm: In case the Subcontractor is a partnership firm, the partnership deed along with Power of Attorney/Letter of Authorization is to be furnished to ITD Cem's site office within 7 days from commencement of work.

14. Statutory Compliance:

A. All applicable taxes and duties shall be recovered / deducted from Subcontractor's bills as per the statutory norms in force.

B. Any legal obligation shall be under purview of our Office at Mumbai in legal Jurisdiction of Mumbai, Maharashtra.

15. Programme & Progress of work: Subcontractor has to abide by the targets as agreed by him and ITD Cem. Subcontractor has to make-up all delays for reasons attributable to them by putting in extra effort/resources without any extra cost to ITD Cem.

16. Idle charges: No idling charges will be payable against idling of any kind for non-availability of drawing/front/unforeseen reasons etc.

17. Environment, Health & Safety:

A. The Subcontractor should strictly abide by the EHS norms / policy of the ITD Cem, of the Client and as instructed by the Safety In charge /site Engineer of ITD Cem. 'The Safety Clauses for Contractors' attached herewith would be considered as part of the Subcontract.

B. All required PPE shall be issued (one time issue) by ITD Cem free of cost on returnable basis abiding to the safety at work location. In absence of the usage of PPE and obstruction / deviation of EHS policy of ITD Cem, the Subcontractor will be penalized.

C. Any damage / accident / incident due to non-abiding/ deviation of ITD Cem's "EHS Policy" will be at the entire risk of the Subcontractor apart from any other remedy available with ITDCem.

18. Assignment and Sub-Letting: The Subcontractor shall not assign/sublet the Subcontract Works or any part thereof without the written consent of the Contractor who may withhold such consent without giving any reasons thereof & whose decision in this matter is final and binding

19. Termination of the Contract: ITD Cem reserves all its contractual rights to terminate the subcontract giving 7 (seven) days' notice to the Subcontractor for his failure to comply with any of the clauses mentioned above.

Yours Truly,
For ITD Cementation India Ltd

Accepted By

Authorized Signature

Subcontractor's Representative

Bill of Quantities - Annexure A

WO Number: 4600004365

Sr No.	Activity Number	Description	SAC Code	Qty.	Unit	Rate	Amount (INR)
10		Third Party NDT of weld & certification					156,000.00
10.01	30601085	Witness, documentation, Review, Verification and approval of WPS & WPQR as per EN ISO / AWS / ASME / IS Standard		1.000	NOS	17,000.00	17,000.00
10.02	30601085	Witness, documentation, Review, Verification and approval of WPS & WPQR as per EN ISO / AWS / ASME / IS Standard		10.000	NOS	7,000.00	70,000.00
10.03	30601085	Test coupons laboratory charges		10.000	NOS	6,900.00	69,000.00
Total WO value							156,000.00
Total CGST							14,040.00
Total SGST							14,040.00
Total WO value Inclusive TAX							184,080.00

Total WO value in Words (Rupees One Lakhs Eighty Four Thousand Eighty only)

 Yours Truly,
 For ITD Cementation India Ltd

Accepted By

Authorized Signature

Subcontractor's Representative

Appendix-1: Conditions for this Subcontract

(Please refer to the documents forming part of Subcontract)

Name of Project: Construction Of New Integrated Terminal Building, Reconstruction of Old Terminal Building, Modification of Existing Expanded Terminal Building at Civil Enclave Pune Airport, Pune , Maharashtra (India)

Subcontract for: Witness, documentation, Review, Verification and approval of WPS & WPQR as per EN ISO / AWS / ASME / IS Standard and certification of Welders

Particular condition for this Subcontract

1. Mobilization period allowed - Not Applicable
2. Labour Accommodation, Transportation Subcontractor Scope
3. Concrete - NA
4. Reinforcement steel - NA
5. Electricity and Water will be provided by ITD Cem
6. Completion time for the Subcontract Work within 2 to 3 days from issue of this Work Order
7. Mobilization Advance - Not Applicable
8. Cash retention from interim bills - Not Applicable
9. Payment of Final bill After completion of work and approval of error free Tax Invoice
10. Performance BG - Not Applicable
11. Validity of Performance BG - Not Applicable
12. Price Escalation - Not Applicable
13. Insurances to be obtained and maintained by - Not Applicable
14. Warranty on the supplied and installed items - one year
15. Accommodation for Subcontractor's staff - Subcontractor Scope
16. LD - Not Applicable
17. Statutory Deductions - Statutory and prevailing taxes and duties will be deducted from all bills of sub-contractor.

18. Any other major contract condition - Not Applicable