

LETTER OF AWARD

Our Ref: —ENQ-CP-22-30_R3

Date: 29.08.2022

To,
Konart Steel Buildings Pvt. Ltd.
C-1107, The First,
Behind ITC Narmada,
Near Keshav Baugh Party
Plot, Vastrapur, Ahmedabad-380015
Email: sumit@konartsteel.com
Mobile No. : +91-90999 02956..

Kind attn.: Mr. Sumit Rastogi.

SUB: Letter of Award for Design, Drawing, Fabrication, Supply, and Erection of Pre-Engineered Building (PEB) Works for Varahmurti Flexirub Industries Pvt. Ltd.Inc. Baska, at Halol.

Ref.:

1. As per inquiry sent on date: 11.06.2022 for Pre-Engineered Building for Varahmurti Flexirub Industries Pvt. Ltd.Inc. Baska, at Halol
2. Revised offer submitted by Konart on 09.08.2022.
3. Final Discussion on 09.08.2022.
4. Final offer submitted by Konart on 08.08.2022.
5. Revised Final offer Submitted by Konart on 26.08.2022.

Dear Sirs,

1. With reference to the correspondence together with all the enclosures referred to above, we are pleased to hereby issue a Letter of Award to you for Supply and Erection of Pre-Engineered Building (PEB) for Varahmurti Flexirub Industries Pvt. Ltd.Inc. Baska, at Halol

The particulars, terms, and conditions set out and contained in our tender document and correspondence together with all their enclosures referred to above constitute and shall be deemed and taken to be an integral part of this purchase order as if the same has been fully set forth herein, so far as any of them is not specifically accepted, modified or altered hereunder.

2 Scope of supply & erection:

- a) The scope of supply includes supplying fabricating of various steel components of Factory Building with shop coat of Epoxy cum Mastic Paint of one coat (One coat = 80 to 100 micron), repainting up to 4M height at the site and above 4M touchup painting (if Required) on the PEB steel at the site to get the even finish as defined in tender documents as per the approved detailed Drawings / Design calculations by consultant and as per specifications of our Consulting Engineers M/s. SHAH & TALATI and direction of their Engineer— in-charge.

Varahmurti Flexirub Industries Pvt. Ltd.
Block No. 26/1 and 30, Mouje- Ujeti,
Taluka Halol, Panchmahals, Gujarat - 389350
E-mail: admin@springfit.com

E-mail: sales@springfit.com



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TOLL FREE: 80 1016 1016

Website: www.springfit.com

- b) You shall carry out the supply and erection hereby awarded to you strictly in accordance with the Scope of Supply & Erection, Tender Drawings, General Conditions of Contract, Special Conditions of supply order, Technical Specifications, and HSE guidelines as mentioned, provided and contained in the tender document for PEB prepared by M/s. Shah & Talati and correspondence together with all their enclosures referred to above and as per instruction of their Engineer.
- c) Annexure (Schedule of Rates) shall be deemed to form and be read and construed as an integral part of this supply and erection order. In case of any contradictions between Annexure and others, Annexure shall prevail.

3. **Time of Completion:**

Time is the essence of the order for the supply and erection work awarded to you and you shall carry out and complete the same as per our requirement within Four (04) months from the date of issuance of the LOA of work. The completion period is including Approval process of GA drawings and design calculations as per the attached schedule.

4. **Supply and Erection Value:**

- a) In consideration of your carrying out and completing the entire supply hereby awarded to you in time and manner and on the terms and conditions herein provided and those provided in the supply order, correspondence together with all their enclosures referred to above and to our entire satisfaction, we shall pay to you for the supply actually carried out and completed by you and approved and accepted by us on the basis of payment terms and Annexure which have been agreed by you.
- b) This is a Lump sum order and the total indicated weight of the PEB steel is 203.00 MT for Factory Building. The total order value of supply and erection is Rs. 2,33,00,000 (Rupees Two Crore Thirty Three Lacs Only) including all the applicable taxes and excluding only Goods & Service Tax (GST). However, any increase in weight is on account of Konart Steel Building Pvt. Ltd., if there is no change in the scope of supply. In case of a change in the scope of work (addition /deletion), addition or reduction in the order value shall be done as per the unit rates agreed. In case there is any reduction beyond 1.5% for the estimated weight due to optimization at the engineering stage the discount for the weight multiplying (x) the unit rate shall be passed on to us.
- c) The unit rates stated in the annexure are firm for the entire period of the order or any extension thereafter mutually agreed and are not subject to any escalation for any reasons whatsoever. You shall also not be entitled to claim from us any compensation or other payment because of such delays or otherwise howsoever.
- d) Income Tax at source shall be deducted at the applicable rate as per Income tax act 1961.

5. **Defect Liability Period:**

Any defect, shrinkage, or other faults which shall appear within the defect liability period mentioned hereunder and which are due to materials or workmanship not in accordance with this agreement, shall be specified by the OWNER in a schedule of defects which it shall deliver to the contractor with a copy to Shah & Talati not later than 14 days after the expiration of the said defects liability period, and within a reasonable time after receipt of a such schedule of the defect, shrinkage and other defaults therein specified shall be made good by the contractor entirely at its own cost. The defect liability period shall be **One Year (12 months)** from the date of issuance of the Virtual completion certificate.

6. **Taxes:**



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The contract price is inclusive of all applicable taxes except GST.

7. Statutory Increase in taxes/ New taxes/Changes in Taxes:

Any change in taxes on the order as a whole shall be reimbursable. change in taxes on individual items will not be payable.

8. Terms of Payment:

Payment terms for Supply Contract:

- 1) 10 % of total supply value as advance.
- 2) 15% of the contract value for the supply of material shall be released upon Approval of Anchor Bolt drawings.
- 3) 15% of the contract value for the supply of material shall be released upon Approval of design calculations and GA drawings.
- 3) 10% of the contract value for the supply of material shall be released after dispatching of Anchor Bolts.
- 4) 45 % of the contract value for the supply of material shall be released before dispatch of material (Structure + Sheeting). (In case Sheeting comes late 5% will be hold)
- 5) Last 5% will be given before dispatch of material against PBG of 5% on Basic Supply Value valid for a period of 12 months after completion of work.

Payment terms for Erection Contract:

- 1) 20 % of total erection value as an advance against site mobilization.
- 2) 40 % of the contract value for erection work shall be released upon the erection of the primary structure, secondary structure, and final alignment of the building with the completion of all bolt-tightening.
- 3) 15 % of the contract value for erection work shall be released upon the erection of roof sheeting.
- 4) 15 % of the contract value for erection work shall be released on the erection of Wall Cladding.
- 5) 10 % of the contract value for erection work shall be released on handing over the site in all respect.

9. Liquidated Damages:

In the event of a delay on your part in your carrying out and completing the supply and erection work hereby awarded to you beyond the period specified in para (3) above / In case of failure of the agreed milestone, you shall be liable to pay to us liquidated damages at the rate of 1% per week including Sunday & holidays subject to a maximum amount equivalent to 5% (Five) of the supply value hereby awarded to you.

10. Water, Electricity & Land for Labour Colony :

- a) Drinking water shall not be provided by the owner. The contractor shall arrange it at his own cost within the quoted price. Construction water shall not be provided by the CLIENT. Distribution of Water is in the Contractor's scope at no extra cost to the Owner.
- b) Electricity required for PEB work shall not be provided by the CLIENT. Supply & Distribution of the power is in the Scope of the PEB Contractor within the quoted rates. The Contractor also shall take due precautions to keep the Electrical points, Switch Boxes, etc. safe and free from water. All safety precautions shall be taken as per the HSE requirement of Cosmos Impex India Pvt. Ltd.



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- c) Open Land for material storage shall be provided by the Owner based on the actual site situation. However, it is the responsibility of the contractor for the safety/quality of stored goods.
- Space for one number portable cabin (Brought by Contractor within the quoted price) shall be provided by the owner for staff/storage of small materials like hardware. You have to build the temporary structure at your own cost and the same shall be removed after completion of works.
- d) Land for labor colony shall not be made available at the site of works. The contractor at his own cost shall make his own arrangement for the Labour camp/colony outside the owner's premises and also maintain the same at his own cost. Quoted rates are deemed to be inclusive of such expenses and related incidental expenses.

11. Statutory Obligations:

- a) You will be responsible to observe all the statutory obligations and other regulations stipulated under the Contract Labourers Act/ID Act/Minimum wages Act in respect of all the persons engaged to you for your work.
- b) The safety provisions specified in the Factory Act 1948 are applicable to you and you are liable for their implementation. You shall strictly adhere to all safety norms and you have to nominate a representative exclusively to take care of safety.
- c) The period of sickness of your workmen will be covered under the relevant labours law.
- d) You will maintain all the registers and documents pertaining to the labour engaged as required under the Statutory Regulations and also make the register/documents available for our scrutiny when desired by us.
- e) You will arrange to settle all the labour disputes of your workmen with the Government Labour Authorities, if and when such a situation arises.
- f) In case we desire, all payments to your workmen shall be made in the presence of our representative and you will also arrange to provide us with the labour wage sheets or other documents as and when required.
- g) You will take care of all the statutory obligations, viz. ESI & PF towards your employees and any taxes concerning your employees levied by the State Government and to give evidence of payments on monthly basis to us or in case of your failure to do so we will deduct the same and pay on your behalf to State Government.
- h) You will negotiate and settle and all the claims of your workmen, viz. Bonus/ex-gratia etc. at your cost.
- i) You shall take a license as required under the Contract Labour Act to cover all the workmen engaged directly or through sub-contractors at our site and submit a copy to us before commencement of work.
- j) In the event of any lapse on your part in the fulfillment of the statutory obligations, consequent to which we shall be required to pay any damages or penalty to the authorities, such expenses shall be fully recovered from the amounts due to you.
- k) The Contractor shall take Workman Compensation Policy, Transit Insurance & CAR policy for a full contract value including storage, erection, and handing over. The period and value for the CAR policy are Rs. 2,33,00,000/- till completion of the work. Additional design insurance is to be taken by the contractor if not covered in the CAR Policy.

12. Vendor shall provide the following data before awarding the contract:

- i) Organization chart along with the biodata of all the concerned persons.
- ii) Design schedule with the submission date and approval date, which shall be mutually agreed upon, before awarding of the contract.



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- iii) Vendor shall depute their design engineers to the consultant's office as and when required within one day of receipt of such notice.
- iv) Vendor shall submit a list of makes/brand makes of all the items to be supplied by him before awarding of work.

13. Specific fundamental requirement:

You shall make yourself fully conversant with our rules, regulations, orders, prohibitions, and ground rules in force from time to time in respect of discipline, entry into, exit from, and of working within our site and will ensure and enforce their strict observance and adherence by you and your employees, labourers, agents, and sub-contractors. In case of any breach of or failure to observe or adhere to any such rules, regulations, orders, prohibitions, or ground rules, we shall be entitled to take such disciplinary or other action as we may deem necessary, fit, or proper and you will be liable for any loss, damage or injury caused as a result of such breach or failure.

Before starting the site the following document shall be submitted to the consultant's office and site manager.

- a) License under Contract Labour act or proof of application for the same.
- b) Workman Compensation Policy.
- c) Contractor's All Risk Policy.
- d) Copy of registration under the building and contract labour with D.I.S.H. (Direct Industrial Safety & Health)

The contractor will be solely responsible in case of non-compliance with the above laws and regulations or any other statutory requirement.

Kindly return the duplicate copy of this Purchase Order duly signed as a token of your acceptance.

Thanking you,

Yours faithfully,

For Varahmurti Flexirub Industries Pvt. Ltd..

Attached Documents:

- 1. Tender Documents and Annexure-A, B & C
- 2. Tender Drawings

Handwritten signature
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