

**BRAMHACORP LIMITED(FORMERLY KNOWN AS BIPL)***Highrise*

S. No. 12A, Plot No. 99, Corporate Office ,
Sangamwadi, Pune City, Pune, Pune, Pune City,
Maharashtra, India, 411001

GSTIN No.: 27AAFCB0273N1ZI Maharashtra 27

Work Order

Work Order No: 318 Revision: 1 WO Date: 30/08/2024
WO Type: CONSTRUCTION WO Work Commencement date: 30/08/2024
Project: The Collection - Residential W1 Work Completion date: 29/11/2025
Project Address: BLDG Survey No 7/1,7/2,7/3,7/4,7/5, S.NO.8/1/1/2, S.NO 3/2(P) WADGAONSHERI Pune.

Contractor Name: Ashtech (India)Pvt.Ltd. Contractor PAN No : AAECA4133B
Contractor Address: 30, Kasturi Building, Popatwadi, Kalbadevi Road, Contractor GSTIN : 27AAECA4133B1ZA
Mumbai - 400002. Contractor State/Code : Maharashtra 27
PH. No- 8830219021 - Manohar Gurav Act , Contact Contractor P.F. No : MHBAN0047777000
Contractor Mobile No: Person- Prafull Gupta, Contact No - Contractor Reg No: 3228
guptapraful72@gmail.com, 8390881045
Contractor Mail ID: -

W.O. No. 318 / The Collection - Residential W1 /

Qty	Unit	Rate	Amount	Ret %	GST %
318.0	TASK : Compound Wall PCC-M15 (GGBS)	Work Category :	RCC	SAC Code :	
M15 Concrete Processing	36.50	Cu.Mtrs	745.00	0.00 %	18.00 %
Installment Description	C+S GST 18% I/P RD				
			27,192.50		
Specifications	Charges for Concrete Processing work as per Designs and Technical specifications issued by the Owner / Consultants / RCC Designer / Engineer in charge				
318.1	TASK : Compound Wall PCC-M15 (GGBS)	Work Category :	RCC	SAC Code :	
M15 Concrete Processing	4.00	Cu.Mtrs	745.00	0.00 %	18.00 %
Installment Description	C+S GST 18% I/P RD				
			2,980.00		
Specifications	Charges for Concrete Processing work as per Designs and Technical specifications issued by the Owner / Consultants / RCC Designer / Engineer in charge.				
318.1	TASK : Compound R/Wall & Raft M30 (GGBS)	Work Category :	RCC	SAC Code :	
M30 Concrete Processing	132.48	Cu.Mtrs	745.00	0.00 %	18.00 %
Installment Description	C+S GST 18% I/P RD				
			98,697.60		
Specifications	Charges for Concrete Processing work as per Designs and Technical specifications issued by the Owner / Consultants / RCC Designer / Engineer in charge.				

Qty	Unit	Rate	Amount	Ret %	GST %
For Revision 1 For Total Work Order			Service Tax Scheme:-		
Contract Amount (A)	128,870.10	128,870.10	Service Provider:- <i>Ashtech (India) Pvt.Ltd.</i>	0.00 %	
Total GST (D)	23,196.62	23,196.62	Service Receiver:- <i>BramhaCorp Ltd.</i>	0.00 %	
Total (A + D)	152,066.72	152066.72			

WO level Remark-

- Appendix to Work Order -

Qty	Unit	Rate	Amount	Ret %	GST %
Special Terms & Conditions		1. Type of contract- Item Rate Contract 2. Payment Terms- Payment shall be released within 45 days from the certification of the bill by PIC of Developer. 3. Warranty:- NA 4. Mobilization Advance - NA 5. Recovery of Mobilization Advance - NA 6. Mobilization Period - 7 days from the date of issue of LOI / Work Order whichever is earlier. 7. Time for Completion / Date of completion of work - 3 Month from award of Letter of Intent 8. Rate/Price Validity of Contract - Entire contract duration + 9 Months 9. Compensation for Delay beyond the scheduled period (Liquidated Damages / Penalty) - 0.5% (of Contract Value) per week (or part thereof) delay , Subject to Maximum of 5 % of Contract Value 10. Period of Defects Liability - 12 calendar month from date of Taking Over by Developer/ Client/ Owner. 11. Mode of Measurement - Mode of measurement is as per BCL standard. Overlapping/wastage shall not be paid separately. 12. Terms of Billing- Monthly progressive billing. 13. Retention Money - 5.00% Retention on every bill. Retention to be released after completion of DLP. 14. Insurances & Policies - Third Party Insurance Policy, Workmen's Compensation Policy, Automobile Liability Insurance, Insurance of CONTRACTOR's Plant and Equipment/Materials/uncertified Works. 15. Statutory Compliances - All Labour Compliances, Safety PPE's, PF, WC, BOCW, etc. as may be applicable at per statutory compliances, State Welfare Associates fund, Child Labour act, BOCW, any local statutory requirement and other statutory requirements as required by Client. 16. Payment Release - Payment shall be released within 45 days from the certification of the bill by PIC of Developer. 17. Escalation - No Escalation. 18. Free issue of materials - Cement, GGBS, Aggregate, Admixture. 19. Allowable Wastage Norms - Cement & GGBS - 1%, Aggregate - 3% & Admixture- 2%. As per JMR done at site between PIC of developer and contractor .Any wastage above these norms shall be debited to contractor at 1.25 times of average procurement rate. 20. Value of Variation - The rates of extra or additional items of work shall be derived from the rates of items of similar nature in the contract, and in the absence of any such items of similar nature in the contract, the rates for such extra or additional items of work shall be			

Qty	Unit	Rate	Amount	Ret %	GST %
		derived by rate analysis of such items based on the actual cost of materials and labour plus the following percentage to cover the cost of supervision, overheads and profits, water, power and plant and machinery etc. 1. Items requiring supply of materials and labour – 10%. 2. Items requiring labour only – 15%. 21. Variation in Quantities - The developer reserves the right to delete any item of bill of quantities from Contractor's scope of work in whole or in part or not at all and carry the same work through other agencies, any claim by Contractor on these accounts will not be entertained or paid. 22. Power of Attorney - The person signing the tender/contract shall have power of attorney to sign on behalf of the company. 23. Temp. structure Office, stores etc - Contractor shall be arranged at their own cost and risk. 23. A Temp. structure Office, labour camp, labour Toilets, stores etc - Labour Hutment shall be provided by Client if required, however nominal charges to be debited - Rs.800 per hutment per month from Contractors RA Bill along with Labour Toilets. 24. Water for Construction- At one point - Water shall be provided by Client on FOC basis. Distribution is in contractor scope. 25. Electricity for Construction- At one point - Electricity shall be provided by Client on FOC basis. Distribution is in contractor scope. 26. Lift and Shifting of Material / Transportation of Manpower - Shall be arranged by Contractor. Any Damage in Transits shall be Contractor's responsibility 27. Taxation - GST shall be paid as applicable & Income tax shall be deducted as applicable. 28. Housekeeping / debris removal - Shall be arranged by Contractor at their own cost and risk. 29. Material in Contractors scope - All required material upto the satisfactory execution of the work at site. 30. Drawings - To be Issued by Client. Shop drawings and As built drawings to be provided by Contractor (If Any) 31. Deployment Schedule - Deployment to be submitted by contractor for review and approval. 32. Manufacturers Test Certificates - NA 33. Samples/Mock up at location - Samples of all finishing items to be submitted. The mock up to be done by contractor for review of the client as per requirement before actual work at site. 34. Mathadi - Contractor shall be responsible to arrange the Mathadi charges if any for contractor's material. All local issues pertaining to contractors' material/manpower shall be contractors' responsibility. 35. QC & Safety - Contractor shall be responsible to follow the QC & Safety Manual / Requirements shall be as per the Work Order Norms given by BCL.			

Qty	Unit	Rate	Amount	Ret %	GST %
		36. Indemnity Bond - NA.			
		37. Scaffolding - Necessary scaffolding will be Contractor's scope. Scaffolding shall be out of H-Frame or MS material is allowed. Bamboo scaffolding is not allowed.			
Mobilization Advance		Not Applicable.			
Recovery of Mobilization Advance		Not Applicable.			
Retention		Not Applicable.			
Retention Release		Not Applicable.			
Defect Liability		Not Applicable.			
Scope of Work		Charges for Concrete Processing work as per Designs and Technical specifications issued by the Owner / Consultants / RCC Designer / Engineer in charge			

Qty	Unit	Rate	Amount	Ret %	GST %
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Terms & Conditions Agreed Upon:

1. CONTRACTORS OBLIGATION

a. Rules and Regulations : Contractor shall comply with all the statutory rules and regulation as applicable and which are laid by the Local / State / Central authorities regarding Material, Execution of the work, Labour, Labour Welfares, Handling, Quality, Environment, Safety for the Work and Workmen, Taxations, Insurances of requisite values and including all the license and certificates required to execute the work. In no case Owner will be responsible for all compliances which are mentioned above and also for them which are not mentioned above but are mandatory for Contractor to comply with. All the scaffolding works shall cater to the safety features for workmen. Contractor is required to maintain the quality standards of Air, water & Soil as per guidelines of statutory authorities including MPCB.

The Contractors shall alone remain liable to and shall indemnify the Owner in respect of all losses, causes of actions, claims, damages, hospitalization charges and compensation or costs, charges and expenses arising out of any accident or injury sustained by any workmen and/or their family members and/or other persons employed under him / them whether in the employment of the Contractors or not while in or upon the said works or the site of the same arising out of any act, default or negligence or error in judgment of their servants and agents. The Owner shall in no way be responsible or liable for the same. If any matter, mishap shall emerge, then all the costs which shall incurred due to any of above reason, matter are deemed to be included in contractor's rates which are finalized.

b. Contractor's Personnel and Superintendence : The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer in Charge may consider necessary for the proper fulfilling of the Contractor's obligations under Contract. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out for safe execution of the Works. The Contractor shall employ only persons who are careful and appropriately qualified skilled and experienced in their respective trades or occupations. The Owner or Engineer in charge may require the Contractor to remove any person employed on the Site or Works including the Contractor's Representative who in the opinion of the Engineer in charge:

- Persists in any misconduct.
- Is incompetent or negligent in the performance of his duties.
- Fails to conform to any provisions of the Contract or.
- Persists in any conduct, which is prejudicial to safety health or the protection of the environment.

If appropriate the Contractor shall then appoint a suitable replacement person.

c. Co-ordination of the Works : The Contractor shall be responsible for the co-ordination and proper execution of the Works, including co-ordination with other Contractor. The Contractor shall, afford all reasonable opportunities for carrying out their Works to: Any other Contractor employed by the Owner and their Workmen. The Workmen of the Owner; and the Workmen of any legally constituted public authorities, who may be employed in the execution on or near the Site of any Works not included in the Contract, which the Owner may require. The Contractor shall obtain, co-ordinate and submit to the Owner / Engineer in charge for his information all details (including details of Works to be carried out off the site) from Sub-Contractor. The Contractor shall be responsible for the location of their Works or materials, in order to ensure that there is no conflict with the Works of other Sub-Contractor, the Contractor or other Contractor. The Contractor shall not sub-Contract the whole of the Works. Further, prior consent of the Engineer in charge shall be obtained to proposed Sub-Contract; not less than 28 days before the intended date of each Sub-Contractor commencing Works on the Site, the Contractor shall notify the Engineer in charge. The Contractor shall be responsible for observance by all sub-Contractor of all the provisions of the Contract. The Contractor shall be responsible for the acts of defaults of any sub-Contractor, his agents or employees, as fully as if they were the acts of defaults of the Contractor, his agents or employees.

d. Disorderly Conduct : The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and to preserve peace and protection of persons and property at work site and in the neighborhood of the Works against such conduct.

The Contractor shall be penalized in case of any worker found misbehaving at site. In case Contractor or his personnel fails to comply with the instructions by the Engineer or Owner's representative at site, necessary action against the worker and the contractor will be taken as deemed fit by the Engineer In Charge. Decisions of Owner / Engineer In Charge will be final and binding in all above matters.

e. Operations at Site : The Contractor shall confine his operations to the site and to any additional areas, agreed by the Engineer in charge as working areas. The Contractor shall take all necessary precautions to keep his personnel and equipment within the Site and such additional areas, and to keep and prohibit them from encroaching on adjacent work areas. If any work is to be done at a place other than the site of works, the Contractor shall obtain the written permission of the Engineer in charge for doing so.

f. Safety and QMS Standards : Quality Management System should be maintained as per the ISO Standards and requirements and no extra cost will be paid to contractor on this account. The Contractor shall follow and implement Quality Management System as per ISO-9001- 2008. The Contractor shall execute the work following the Government Safety Standards / National Safety Council (NSC) / Bureau of Indian Standard and safety policy of Owner which shall include providing safety equipments, safety belts, safety shoes and non conductive helmets to all workers, insulated gloves, insulated ladders, and Glasses, non conductive mats, appropriate tags, fire extinguisher for the various types of fires, protective clothing, barriers / erecting of safety barricades, displaying safety posters and instructions / training about awareness for safety in local language. The Contractor shall implement full process control by issue of work instructions and check lists and maintaining latest drawings, specifications and codes.

2. SCOPE OF WORK

The Scope of Work as mentioned in the Appendix to work order shall cover the entire works as per Design, drawings, Technical specifications issued by the Owner / Consultants /RCC Designer / Engineer in charge. Any deviation there from or any delay in the schedule of work shall empower the Owner to terminate the contract immediately. In the absence of any specific specifications issued by the Owner / Engineer in charge, the specifications issued by the Central or State Public Works Department or Relevant IS Code no. issued by Bureau of Indian Standard will be applicable. In case specific specifications are not available in records of PWD or CPWD or IS Codes then the decision of the Owner / Engineer in charge in Charge regarding the work will be final and binding.

3. TECHNICAL SPECIFICATIONS

The contractor shall be liable to comply and perform / carry out the work in strict conformity to the specifications and technical terms in the Work Order. Further drawings and designs shall be duly certified by the Owner / Consultants appointed by owner / Engineer in charge and as per the qualitative work directions of the Engineer in charge. If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurement of the works, the decision of the Owner / Engineer in Charge thereon shall be final and binding.

4. MATERIAL AND WORKMANSHIP

Qty	Unit	Rate	Amount	Ret %	GST %
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a. Manner of Execution : All Materials to be supplied shall be manufactured and all Works to be done shall be executed, in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the Works shall be executed in a proper, workmanlike and careful manner with properly equipped facilities and non-hazardous materials and in accordance with recognized good practice.

b. Delivery to Site : The Contractor shall be responsible for procurement, transportation, receiving, unloading and safekeeping of all materials, Contractor's equipment and other things required for the completion of the Works.

c. Inspection : The Owner and his representatives shall be entitled, during manufacture, fabrication and preparation at any places where Works are being carried out to inspect examine and test the materials and workmanship and to check the progress of manufacture of all materials to be supplied under the Contract. The Contractor shall give them full opportunity to inspect examine measure and test any Works on Site or wherever carried out. The Contractor shall give due notice to the Owner whenever such Works are ready before packaging covering up or putting out of view. The Owner shall then either carry out the inspection, examination, measurement or testing without unreasonable delay, or notify Contractor that it is considered unnecessary. If the Contractor fails to give such notice, he shall, when required by the Owner uncover such Works and thereafter reinstate and make good at the cost of Contractor.

d. Testing : For Tests, before and after completion, the Contractor shall provide all documents and other information necessary for testing. The Contractor shall agree well in advance with the Engineer in charge, the time and place for the testing of any materials and other parts of the Works. The Engineer and / or Owner's Representative shall give the Contractor not less than 24 hours notice of his intention to attend the Tests. The Contractor shall provide sufficient suitably qualified and experienced staff to carry out the Tests specified in the Contract. The Contractor shall promptly forward to the Owner duly certified reports of the Tests. When the specified Tests have been passed, the Owner shall endorse the Contractor's test certificate or issue a certificate to him, to that effect.

e. Removal of Improper Work and Materials : The Owner / Engineer in charge shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which in the opinion of the Owner / Engineer in charge are not in accordance with the specifications or the instructions of the Owner / Engineer in charge, and the substitution of proper materials and removal and proper re-execution of any work, which has been executed with improper materials or workmanship. And the Contractor shall forthwith carry out such orders at his own cost. In case of default on the part of the Contractor to carry out such orders, the Owner / Engineer in charge may employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and 20% extra shall be recoverable from the Contractor or may be deducted by the Owner / Engineer in charge from any money due or may become due to the Contractor. If the work with minor defects can be allowed to remain in the work, the Owner / Engineer in charge may allow such work to remain and in that case may propose payment for this part of the work at a suitable reduced rate.

f. Handing Over : The works shall be handed over to the Owner's site representative after satisfactory testing along with Two sets of completion documents each consisting of Test Certificates and Certificate from the Engineer that the contractor has cleared the site of all waste materials, debris and litter caused by him during the execution. Submission of the above documents shall form a precondition for the final acceptance of the installation, final payment / Release of Retention/Security Deposit. Upon handing over, the Owner's site representative shall issue to the contractor the necessary certificate of acceptance within 10 days.

If the Owners want to occupy area in part, the Contractor shall complete the work in the areas in conjunction with the Owners requirements and hand over the same to the Owners without affecting any of the clauses of Contract.

g. Material Reconciliation : Contractor shall reconcile all the materials supplied at the time of every R. A. Bill or as per instructions of Owner / Engineer in Charge. Bill received without Material reconciliation statements will not be processed for payment. If at any time Owner / Engineer wants to physically verify the stock availability at site in Contractor's store, then contractor shall allow the access to Owner / Engineer / their representative with all the required help. An issue and stock register is to be maintained by the contractor at site for each and every material handed over by the owner to the contractor, the registers shall be kept accessible all the time to Engineer / his representative/s. It is the responsibility of the contractor to take due care of all the materials after handing over by the Owner.

5. LABOUR

The Contractor shall comply with the Labour Laws including Provident Fund act / ESI.

The contractor shall maintain proper muster and salary register of workers employed on the site as prescribed by labour office under the Minimum Wages Act. The Contractor shall submit the copy of Wage Sheet and P.F. challans as and when required by the owner or agency appointed by Owner.

No child labour below age of 18 years is allowed to work on site.

Contractor shall, ensure reasonable facilities commensurate with applicable Laws/ Legislation at appropriate location, Contractor shall accommodate the same as per site conditions.

The contractor shall make his own arrangement for workers camp, staff accommodation and their welfares. The contractor shall be fully responsible for any accident in Labour camp. All costs like hutments; safe temporary electrification for the camp is the responsibility of the contractor at his own cost.

It shall be Contractor's responsibility to keep the work place clean and clear from any nuisance and no worker shall wander at site except working place, if any worker is found doing the same then the contractor will be penalized. The Contractor is responsible for maintaining the site free from accumulation of Garbage, Wastage etc throughout period of execution of this contract up to satisfaction of Engineer in charge. If he fails to do so, Owner will execute same work and contractor will be debited with additional 20% charges.

Consumption of alcohol is strictly prohibited, if any worker is caught / found in alcoholic state / drunken state he / she shall not be allowed to work and stay further at workplace and the vendor / contractor shall be penalized for the same at the sole discretion of Owner / Engineer In Charge / Architect. No children shall be allowed at work place or near working area.

Contractor / his subcontractors / his employees or workers shall maintain site manners and work culture while working at site. If any worker found misbehaving at site, serious action against the worker and the contractor shall be taken as per the decision of Engineer In Charge. Decisions of Owner / Engineer In Charge shall be final and binding in all above matters.

6. COMPLETION TIME

Contract Duration shall be as mentioned in the Appendix to work order. Time is the essence of the Contract. The contractor shall follow the milestones / targets allotted by Owner/ Engineer in charge, irrespective of completion time for works mentioned in the Work Order.

7. SAFETY PROCEDURES

The Contractor shall follow all safety rules stipulated by the Owner and a full time safety supervisor shall be appointed at site for the same. All equipments mobilized by the contractor for the project shall meet with safety requirements of the statutory regulations. If the equipment is not meeting the requirements, the same shall be replaced at no extra cost and without affecting the scheduled progress of work. Notwithstanding the above, following minimum safety precautions / procedures shall be followed during the execution of the work.

The contractor shall provide (If required) safety training and the work details to the labour in their local language.

Qty	Unit	Rate	Amount	Ret %	GST %
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· Use of PPE's - Safety shoes, Jackets, Helmets, safety goggles, hand gloves Dust mask, Hearing Protection and fall protection shall be arranged by the Contractor and issued for use to all workmen at site.

· No inflammable materials including P.O.L [Petrol / Oil / Lubricant] shall be allowed to be stored in huge quantity at site. However, reasonable quantity may be permitted for storage, subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Owner / Engineer -in- Charge in this regard.

· Any other safety requirements specified by the Owner during execution of the work.

The Contractor shall indemnify and hold harmless the Owner, owner's representative and their agents against and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible thereof.

8. FACILITIES TO BE PROVIDED BY THE OWNER

· All necessary passes for entry into site will be provided.

· Supply of electricity and water shall be provided free of charge at any point near the Work Space. The necessary charges for the cabling/piping beyond the specified point shall be borne by the Contractor. If it is found that the contractor is misusing or wasting the electricity and water then the charges for electricity & water will be levied on the contractor with penalty. If in any circumstance the Electricity supply provided to the Contractor becomes deficient, then it shall be responsibility of the Contractor to arrange the deficit quantum, the cost will be decided and agreed mutually. No claim of extension in duration of contract will be entertained on the account of non availability of the same.

9. MODE OF MEASUREMENT

The mode of measurement of work done shall be as per unit of measurement of respective items in Work Order.

10. TERMS OF PAYMENTS

a. Rates : The rates are fixed throughout execution period and up to final completion of the work irrespective of quantum of work & there will not be any price escalation for any reason. ***If there is any deviation by contractor in confirming to time, quality, safety, security, statutory compliance and for satisfactory completion of work, then the Owner reserves the right to levy penalty / delay damages to the contractor. Same shall be recoverable from the Contractor or may be deducted by the Owner / Engineer in charge from any money due or may become due to the Contractor.***

b. R.A. Bill / Final Bill : The contractor shall submit every bill only as per format approved by owner/Engineer in charge. Bill must be attached with proper measurement of quantities from approved qualified person. Joint measurements shall be attached with the bills. Contractor shall mention reference number clearly on all pages of the submission. The Bill shall be stage wise as mentioned in work order. Along with every bill contractor has to submit statement showing the bifurcation of cost incurred against work and the cost of taxes as per the applicable regulation and rules. Invoice to be raised in the name of Company name & Address as mentioned in work order and submitted to project site : **The Collection - Residential W1** . Invoice shall have mention of work order No, Bill date, PAN number ,contractors and owners GST No/SAC-HSNCodes along with complete name, address and contact details of the contractor. ***RA Bills or payment due against bills shall not be processed in case of default /delay in compliances with respect to Labour laws / PF / ESIC***

c. Retention : Retention (Non interest bearing) as mentioned in the Appendix to work order shall be deducted from each R.A. Bill/Extra Item Bill/Final Bill. Retention (non Interest Bearing) shall be released after the period as mentioned in the Appendix to work order

d. Taxes / Duties : Deduction of Income Tax (T.D.S.) and Works Contract Tax shall be made from each R.A. bill, Final bill & extra items bill at the prevailing rates declared by the Government. The Owners shall issue a certificate to this effect in requisite form at the end of each financial year. All taxes (Goods and Service Tax), duties and levies shall be as mentioned in the work order. Any other tax/taxes, duty/duties, Levi/Levies which are not mentioned in the BOQ are deemed to be inclusive and considered in the finalized rates and Owner will not at all liable to pay them afterwards. **Contractor shall submit proof of payment of GST/GST Challan within 25 days of the following month of issue of tax invoices. Non submission of proof on time shall result in non payment of contractors further bill. In case of contractors failure to pay applicable taxes by 20th of the following month of tax invoice and subsequent denial of input tax credit to owner ,all burden of tax, penalty or any other liability under such events shall be recovered from contractor.**

e. Payment : The payments shall be released after 45 days from the date of certification of the invoice by Engineer in charge and Estimation Department at Head Office.

11. VARIATION

a) The contractor is fully aware of work site conditions, design, drawings, Specifications and the scope of work. The Rates in the Work order shall be firm and extra claim for rates shall neither be entertained nor paid.

b) Owner reserves the right to increase or decrease the quantity of work to any extent, increase / cancel whole or any part thereof. The rates will remain same for any extent of quantity variation.

c) The Owner may ask the Contractor to execute or otherwise any item/s as required in connection with the proper execution of works. The contractor will have to promptly execute the same. In case the work order does not include the rate/s for such items, it shall be considered as Extra/Substituted item. The rate for such item shall be derived by considering the total materials required, total labour required and pricing at market rates with suitable provision for tools, plants, and overheads and profits @ 15% of the cost of material and labour plus the cost of taxes as applicable rates.

d) No Extra item of work shall be executed without approval of rate of Item from Owner / Engineer in charge.

e) There will be no idle time charge and or extra rate claims towards work interruptions due to safety, monsoon, work permits etc. If due to heavy rains work of contractor stops, he will be entitled to claim it as non working day after making proper documentation and approval from Engineer in charge.

f) The contractor shall do optimum use of all resources as per requirements and specifications. The cost of additional wastages in resources due to any reason like negligence while working, handling, stacking, storage or while working, mistakes in understanding the drawing and workmanship etc. will be borne by the contractor. No communication shall be entertained in this regards with Owner.

g) If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurement of the works, the decision of the Owner / Engineer In Charge thereon shall be final and binding.

12. DEFECT LIABILITY

Defect Liability period as mentioned in the Appendix to work order shall be applicable for all works executed, by the contractor under this contract. During this period the Contractor will repair and or replace the defective parts/areas, free of cost, such a repair and or rework shall be as per Owner's approved material/methodology equal or better than original. All labour, tools, materials, transportation, insurance, any other cost incurred to complete the work etc. required in performance of this maintenance contract shall be at the Contractors expense and cost of shall be recoverable from the Contractor or may be deducted by the Owner / Engineer in charge from any money due or may become due to the Contractor.

13. DELAY DAMAGES

Qty	Unit	Rate	Amount	Ret %	GST %
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Owner reserves the right to levy delay damages to the contractor on per day basis for delay in stage wise work completion and or the entire work completion, subject to maximum of the amount of 5% of entire contract amount. Such Delay Damages shall be recoverable from the Contractor or may be deducted by the Owner / Engineer in charge from any money due or may become due to the Contractor

14. INSURANCE

The Contractor shall without absolving his or Owner's obligations and responsibilities, undertake all required but not limited to workers compensation insurance including "Workmen compensation policy" of required amount at his own expenses. The Contractor shall during the period of execution of the works cover all its employees, agents and others at the site at the instance or initiation of the Contractor against all perils and risks and the owner shall not be responsible for any loss during the execution of the job. Such insurance shall be effected and maintained for so long as so many people are at the project site and shall submit to the owner the receipts of premium paid to the insurer company periodically.

15. RISK AND RESPONSIBILITY

a. Indemnities : The Contractor shall indemnify and hold harmless the Owner, the Owner's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

A. Bodily injury, sickness, disease or death, of any person whatsoever arising out of or In the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects.

B. Damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:

i. Arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, and

ii. Is attributable to any negligence, willful act or breach of the Contract by the Contractor, the Contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

C. Intellectual property rights and violation of any law viz, labour laws etc.

b. Contractor's Care of the Works : The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued. The Contractor shall take full responsibility for the care of any work, which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed. If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents confirm with the Contract. The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage, which occurs after a Taking over Certificate, has been issued and which arose from a previous event for which the Contractor was responsible.

16. SUSPENSION

The Owner / Engineer in Charge may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage. The Owner / Engineer in charge shall notify in advance to the contractor of the suspension of work, unless such a suspension is:

- Some unavoidable circumstances or local problem occurred at worksite
- Any major technical revision in the work
- Necessary by reason of some default or breach of contract agreement by the Contractor or for which he is responsible
- Necessary by reason of climatic conditions on site or
- Necessary for the proper execution of the work or for safety of the works or any part thereof

17. TERMINATION

If there is any deviation by contractor in confirming to time, quality, safety, security, statutory compliances and for satisfactory completion of work, then the Owner reserves the right to terminate the contract without assigning any reason thereof.

18. AMICABLE SETTLEMENT

In case of any disputes, both Parties shall attempt to settle the dispute amicably through suitable mechanism mutually discussed and agreed upon before the commencement of arbitration.

19. ARBITRATION

Unless settled amicably, disputes shall be settled by arbitration and shall be subject to the provisions of the Arbitration and Conciliation Act 1996 (or any modifications to or any re-enactments thereof as in force at the time). Each Party shall be entitled to nominate an arbitrator and the two arbitrators so nominated shall jointly nominate a third presiding arbitrator. The three Arbitrators shall form the arbitral tribunal the (Tribunal). The Tribunal shall give a reasoned award within sixty (60) days from the date of constitution of the Tribunal. The place of arbitration shall be Pune and the language of the arbitration shall be English. This contract is under jurisdiction of court at Pune.

Prepared By **Sr. Manager - Contracts** **DGM - Contracts** **AVP-Operations** **Director**

Praveen.b

I / We hereby acknowledge the receipt of this Work order Ref. no : **318** dated **30-Aug-2024** and confirm that I / We have read all terms and conditions mentioned in the work order and its Annexure and the same are acceptable to us.

Accepted on behalf of **Ashtech (India) Pvt.Ltd.**

Name:

(Stamp and Signature)