DreamworksTrainingCompany

Highrise

LLPIN AAC-2250

GSTIN No :

Work Order

Work Order No	: 3	**WO Date**	: 29/04/2024
Revision	: 0	**Work Commencement Date**	: 05/05/2024
		Work Completion Date	: 28/07/2024
Project	: **DREAM ELEGANCE**		
Project Address	:		

Contractor Name: : **JAY GANESH ENTERPRISES**

Contractor Address: : .
PH. No-

Contact Person :

Contact No :

Contractor PAN No :

Contractor P.F. No :

GSTIN No. :

TAN No. :

Task	Qty	UOM	Rate	Amount	Ret %	SAC Code	GST %
B-B RCC Below ground ROCK ANCHORING WORK							
ROCK ANCHORING LABOUR	60.00	No.s	3700.00	222000.00	5.00 %		18.00 %
Specifications							

	For Revision 0	For Total Work Order
Contract Amount (A):	**222000.00**	**0.00**
Total GST (B):	**39960.00**	**39960.00**
Total (A + B):	**261960.00**	**39960.00**

Service Provider:- %
JAY GANESH ENTERPRISES
Service Receiver:- %

Terms & Conditions Agreed Upon:

Prepaired By **Approved By** **Contractor**

For : DreamworksTrainingCompany For : JAY GANESH ENTERPRISES

References :

With reference to the above, we DreamworksTrainingCompany are pleased to award you, (**ROCK ANCHORING WORK 60 HOLES/construction),** the job **at "DREAM ELEGANCE",** .

Terms & Condition -

1. Contract Document: The WO read along with the bill of quantities, tender documents, drawings issued forms the total contract document. This WO supersedes all other correspondence forwarded by both the parties to the extent in terms of specific conditions which may be in contradiction to this Letter of Award and original tender documents, if any, exchanged by and between both of us, hereinafter referred to as said project prior to the date of this work Order, save and except the documents which are relied upon in this work Order. (Reference of correspondences during negotiations are as given above.)

2. Rates: This being a firm & fixed item rate contract, Contractor has confirmed that all the contract rates as mentioned in the Annexure, will remain unchanged during the entire tenure of the work & extension period if any. The rates will also remain firm. Quantity may vary upto any extent under this scope of work as mentioned above.

3. Order of Precedence: Should there be any contradiction between the documents relied upon in this tender then the matter will be settled as per clauses provided in the under mentioned documents in the following order of precedence

4. Contract value: We confirms your acceptance of the Contract value of Rs.**222,000.00** /-(Rupees Two Lakh Twenty-two Thousand Only) which is inclusive of royalty, overhead and profits, all taxes, levies, duties, etc. and excluding applicable GST.

5. Mobilization period :

The contractual commencement date to be reckoned as: Issue date of WO i.e. on 29/04/2024

6. Contract Period :

7. Works Program: Contractor shall submit detailed micro construction schedule or shall follow our construction schedule under specific project quality plan, along with our safety plan of within 15 days from the date of issue of this Work Order. The contractor should incorporate changes/revisions if any proposed by us as & when required and thereafter follow the same strictly to ensure and achieve the stipulated period of completion as per conditions of contract. The program shall also indicate the details of resource planning like date of placing the order for materials like tools and tackles/manpower/machineries etc,. Prior to mobilization of major resources as stated above, our written approval is mandatory. There will be progress review meeting in the site every week where in any responsible person from your side has to attend along with the site team.

8. Deployment of Plant, Material & manpower -

9. Value Engineering: As discussed during the negotiation meeting you are hereby intimated that you should be open to any sort of value engineering to be done to curtail the cost and you should pass on this benefit to us.

10.Tax Invoice Submission: Contractors shall have right to submit their RA bill maximum twice in a month. Upon the certification of each bill, we shall inform the certified amount to the contractors. Upon this Contractor shall submit a "TAX INVOICE" as per agreed Format mentioning the details as defined below in Clause - Tax Invoice Details.

For Supply of Services: The Bill should be submitted within 3 days from the Date of the Bill and latest by 24th for Bills dated 22nd of every month. No bills will be accepted from 25th till the end of that month. We request your compliance and adherence for the same, thus helping us from not taking penal action.

11.Tax Invoice Details :
(1) GST ID 19AAZFA6468M1ZB to be mentioned in all Tax Invoices.

(2) Registered Address of Company -DreamworksTrainingCompany , .

(3) Delivery/Project Address: .

12.Payment Enquery : For any payment enquery please contact on 033 3984 2100 between 10 am to 6 pm

13. Deduction:

- Statutory Deductions - All statutory deductions as applicable prevalent during the tenure of this contract inter-alia including TDS under Income Tax Act will be made by us from the relevant Invoices and necessary certificates will be issued.

- For Car policy and Workmen's Compensation Policy - 1% of total contract value will be deducted on pro rata basis from each and every Tax Invoice/RA bill on non-refundable basis on this account.

- Labour Cess - Labour cess @1% on total contract value will be deducted on pro rata basis from each and every Tax Invoice/RA bill on non-refundable basis.

- Retention - Retention @ 5% on total contract value will be deducted on pro rata basis from each and every Tax Invoice/RA bill on non-refundable basis. This shall be released by us after receiving a written request from you, post completion of Defect Liability Period.

14. Taxes and Duties: GST as applicable shall be paid extra by us.

15. Changes in Taxes: Any statutory increase/decrease in taxes (only for the direct taxes applicable on the value of work done) happening during the approved contract period only shall be compensated/recovered from the contractor on actual basis. Contractor will have to submit documentary proof to the Employer to this effect. Cost implications due to the increases in taxes on indirect levels like on materials, tools, transport etc. shall not be entertained.
In case of any change in any of the statute, which necessitates, certain compliance - documentary or otherwise by the Employer, the Contractor shall for the further compliance by the Employer, shall do the needful as instructed by the Employer.

16. Defect Liability Period: The Defect Liability Period shall be 12 Months from the date of completion certificate issued by Project in-charge.

17. Payments of RA Bills: Payment will be made within 15 days from the date of submission of appropriate Tax Invoice as described in Clause - Tax Invoice Submission.

18. Payment of Final Bill: Payment will be made within 30 days from the date of submission of appropriate Final Tax Invoice on completion certificate issued by Project In charge of the said works as per the accepted format along with all necessary supporting documents. All statutory clearance from the concerned authority are to be submitted along with final bill.

19. Liquidated Damages: In case Contractor fails to perform its obligations under the Work Order, a liquidated damage at the rate of 0.5% per day or part subject maximum to 10% of the Contract Value will be deducted by the Employer.

20. Termination of Contract: Company reserves the right to cancel, suspend, terminate, amend or modify the order at any time with 7 days prior intimation in part or full upon being unsatisfied with your quality, process, progress and performance of the work or failure any condition of this Work Order.

21. Employee State Insurance (ESI) & Employees Provident Fund: For fulfilling the statutory requirement - 100% of ESIC and PF shall be mandatory.

Actual declaration of man-days deployment of the specific job shall be submitted by vendor along with Tax Invoice.
You shall abide at all times by all labour laws, regulations, notifications and bye-laws of the State and/or Central Government including but not limited to Contract labour (Regulation & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Payment of Bonus Act, Workmen Compensation Act, E.S.I.C. Act etc. All liabilities under the Law for the time being in force in respect of any person employed by you shall solely rest with you. You shall at all times indemnify us against all claims/compensation in respect of any manpower employed by you.

22. CAR policy and Workmen's Compensation Policy: We have taken entire policies for work under a comprehensive CAR policy & Workmen's Compensation Policy. However, the recovery to the individual Contractor shall be imposed on pro-rata basis based upon our discretion (based on their share of value of Work done against the overall value of project works.). However, all administrative follow up of lodging claims, arranging inspections and all other follow up till full settlement is received will be done by the Contractor.

23. Site Handover: Site will be handed over to the contractor on "as is where is basis". The Contractor is fully responsible for day to day co-ordination with other agencies to fulfill their contractual requirement. We will in no way be responsible for the

safety & security of any sorts of resources at site.

24. Water:

25. Electricity:

26. Working Drawings: Issue of working drawings shall be in a phased manner according to the actual progress and requirement (which should be informed to us well in advance by the contractor) only. It shall be linked to the approved construction schedule.

27. Security Arrangement: The Contractor shall be responsible for the safety of their own resources and resources supplied by the contractors. All records pertaining to inward and outward movement (inter alia including movement of manpower, equipment) maintained by Contractor shall always be accessible to us.

28. Testing schedule for various materials:

29. Mode of Payment: All quantities of works physically executed will be measured jointly or as per GFC drawing / authentic data or as per IS code and paid for at contract rates. It has already been clarified in negotiations that the quantities appearing in the bill of quantities are only indicative. The work will be carried out as per GFC Architectural and Structural drawings, actual site conditions, Approved Shop Drawings as per the instructions of Architects/ Consultants/ Company and Contractor has confirmed that the contract rates are quoted accordingly. Tender quantities are subjected to variation without any limits as specified in the tender and subsequent clarifications and nothing extra will be paid on this account. Hence the rates applicable in the contract will be for actual quantities of work done certified by our Site Team/ Authorized representative irrespective of the quantities given in BOQ without any limits.

30. Office / Stores / Labour Hutment: We shall provide the labour hutment to Contractors inside the project premises at no extra cost.

31. Cleanliness & Housekeeping at Site: Contractor will ensure that the site is kept clean at all times as indicated in the contract document. If at any time it is noticed that debris has been accumulated at site and after giving written instructions to clear the debris, if it is still not cleared, we reserve the right to clear the debris and debit the Contractor the full cost of such expenses including the supervision costs.

32. Permissions to be taken by Contractor: Approvals coming under the Contractor's scope are those required for the smooth day to day execution of works as per the scope defined for this contract only. Such approvals / permissions are (for example only): DG, site office, permission for plying vehicles on road, clean upkeep of roads, restrictions on noise pollution, restrictions on movement set by the local authorities, labour license, safety rules, fire prevention and control, water and electricity for construction purposes, pumping out excess water etc., Deposits, fees, penalties or any payment required to be paid to the concerned authorities for getting such permissions / approvals shall be borne by the Contractor.

33. Safety: All the standard norms of safety at construction site will be strictly followed by the Contractor during the tenure of the contract as per the Safety & EHS statement given in the attached sheet with this document and Contractor will comply with all the safety points given by us. On non-compliance of safety points of maximum of Rs. 2000 to 5000/- shall be imposed to the Contractors and deducted from their Bills. You will provide entire Safety materials as per our norms of at your own cost. However, if provided by us it will be on chargeable basis and the respective amount will be debited from your RA Bills.
Adhering 100% PPE is mandatory.
As per annexure

34. Job Certification: The Contractor shall set out the Works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any Error shall appear during the progress of any part of the Works, the Contractor shall at his own expense rectify such error, if called upon, to the satisfaction of the Engineer.

35. Language and Law: The language of the Contract and the language of any proceedings in relation to this Order shall be English. The Law governing this Order shall be the Laws of India and the Courts in Kolkata will have jurisdiction.

36. Confidentiality: "Confidential Information" is all information concerning either party, which if disclosed to others, might be competitively detrimental to the other party. Confidential Information does not include any information that is generally known or available to the public, was known previously, or has been legally and rightfully received from a third party or developed independently. The parties will maintain any Confidential Information in strictest confidence, will not disclose it to any third party, and will use it only as necessary to perform under this contract. Each party will cause each of its officers, directors, employees, agents to restrict disclosure and use of such Confidential Information in like fashion. Each party will be

responsible for any wrongful disclosure and use of the same. If any court or other authority orders the disclosure of any Confidential Information, the affected party will immediately notify the other party to allow it to protest its confidential information. At the termination of this Contract, both parties will promptly, upon request of the other, return all tangible Confidential Information of the other except as required by applicable laws.

37. Arbitration: Unless settled amicably, the Dispute may be finally settled through Arbitration in accordance with The Indian Arbitration and Conciliation Act 1996. Should either Party decide to refer such Dispute to Arbitration, it shall first give 21 days' written notice of this intent to the other Party.

The Arbitration shall be conducted by three arbitrators, one appointed by each Party and two so appointed arbitrators shall appoint the third arbitrator who will act as presiding arbitrator. Arbitration proceedings shall be conducted in English and place of Arbitration shall be Kolkata.

The Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties shall not be altered by reason of any Arbitration being conducted during the progress of the Works.

38. You are requested to support us in adhering to the smooth progress of the work. You are also requested to promptly notify the situation to the management in case of any violation or mishap is noticed.

Agreed and accepted by : …….....

Signature : .....

Name : .....

Designation : .....

Date : .....