

AKSHAY VINIMAY LLP



12B, BELIAGHATA ROAD, Kolkata - 700015, Phone No-033-40082953,
avllp@transways.co.in

Work Order

UNAPPROVED

Contractor Detail	WO Detail
Contractor Name ANNEX DESIGN PVT LTD Address :161/1,MAHATMA GANDHI ROAD, 2ND & 4TH FLOOR,R.NO:43A & 97A KOLKATA-700007. Contact No : ,9339835113 Email: design.annex2010@gmail.com PAN :No: AAACD9476G GST No: 19AAACD9476G1ZA	WO No. 217 Revision: 0 WO Date 20/11/2024 00:00:00 Valid Till: 31/01/2025 Company PAN No: ABFFA1232L Company GST No: 19ABFFA1232L1ZJ Project Name : THE CROWN Site Address :12B, BELIAGHATA ROAD, KOLKATA - 700015

Communication/Billing Address	Site Address
AKSHAY VINIMAY LLP 12B, BELIAGHATA ROAD, Kolkata - 700015	12B, BELIAGHATA ROAD, KOLKATA - 700015 Project Incharge: Atanu Banerjee

With reference to the above subject and discussions that we had with your good self, we are pleased to release our work order for at our above mentioned site under the following terms and conditions:

Subject : Work Order for installation of Glass Aluminium Railing at Third Floor Podium for the proposed project" The Crown" at 12B, B

Sr.No	Item Description	Qty	Unit	Rate Rs.	GST %	Amount
1	Landscape Podium Podium Glass Railing - Railing 1000	20.50	RMT	8500.00	18 %	1,74,250.00
Spc. Railing of Clear Normal Toughen Glass 1000 mm Ht. 12 mm Thick,						
2	Landscape Podium Podium Glass Railing - Railing 1500	12.50	RMT	9000.00	18 %	1,12,500.00
Spc. Railing of Clear Glass with Normal Toughen 1500mm Height and 12 mm Thick.						
3	Landscape Podium Podium Glass Railing - Railing 1500 Baluster	4.50	RMT	12900.00	18 %	58,050.00
Spc. Railing of Clear Glass Balluster, Laminated Toughen Gladss 1500 mm Ht.13.52 mm Thk.						

	Contract Amount (A)	3,44,800.00
	Input CGST%	31,032.00
	Input SGST%	31,032.00

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	Total GST (B)	62,064.00
	Total Service Tax (C)	0.00
	TDS Amount(D)	
	Retention Amount	17,240.00
	Total (A + B+C-D)	4,06,864.00

AMOUNT IN WORDS:RUPEES FOUR LAC SIX THOUSAND EIGHT HUNDRED SIXTY-FOUR ONLY.

Contractor Remark

Dear Sir,

We are pleased to place an order for the Aluminium Glass Railings & Glass Railings installation for the proposed project “ The Crown“ at 12B, Beliaghata Road, Kolkata- 700015.

1. SCOPE OF WORK :-

If applicable The Contractor should take approval of the wind load design calculation within a week before issuing the work order by AVLLP (AKSHAY VINIMAY LLP).

Aluminum fabrication, installation, testing, commissioning and handing over of the entire Aluminium glazed Railing, for building comprises 2 nos. G+18 & 1 no. G+17 towers and all associated work totaling approx. Rs. 3,44,800/- as per the plans approved by the Architect / consultant as per details given in Annex I.

a. Services under contractors scope :-

- i) Inspection of site and take physical site measurement.
- ii) Optimum designs the Railing system considering local environment & height of the building by standard extrusion section. Contractor has to submit the design calculation before issuing the order to comply with our minimum engineering parameter.
- iii) Submission of design data and preparation of shop drawing based on approved design
- iv) Prefabrication 100% powder coating of extrusion (60-80 microns) with SP15AN-AKGNOBEL INTERPON D1036 SG 7022 GREY Railing aluminium powder coating shade .
- v) Fabrication of members by mitred cut at all corners including drilling of holes for fixing hardware with provision of drainage of water etc., making arrangement for fixing of hardware, EPDM or equivalent gasket, , frame will be fixed to the wall with necessary fasteners, all complete as per either standard market practice or as per system manufacturers guidance.
- vi) Two numbers of 6 mm frosted toughened glass sandwiched laminated for Railing with Height 1 Meter and 1.200 Meter besides Swimming pool, sitting area and Planters area.
- vii) Fixing in situ with all accessories & joint sealing as per make list.

2. RATES:-

Rates are deemed to be included

- a. For the Entire Work the rates have been enclosed in (Annex-I) along with the detailed BOQ of work.
- b. After Negotiation the entire scope of work has been decided at Rs.3,44,800/-
- c. This rate is applicable provided the work is completed on time and within the agreed upon schedule as per total project work.
- d. Your quoted price shall remain firm for the entire duration of contract and hence no escalation of rates shall be considered other than the adjustments as defined in the order.
- e. The areas, quantity, measurements, etc mentioned are approximate. Payment will be made as per actual quantity of work done in all respects.
- f. The rate is all inclusive Including but not limited to all
 - i. Labour & Supervision and related & ancillary costs.
 - ii. All consumables and all material to be supplied by you including, transportation, security, loading, unloading of inward and outward materials.
 - iii. Handling. Storage / safekeeping of all materials
 - vi. Site Safety and cleaning related to your work. (including clearing any debris from site)
 - v. All applicable taxes other than GST, levies, royalties etc. GST shall be paid extra as applicable.

3. DEFECTS LIABILITY PERIOD :-

The defect liability period should be 6 years from the date of successful handing over of the scope of work covered under this Contract

4. MATERIAL ,LABOUR & STORAGE TO BE SUPPLIED FOR THE WORK:-

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All Material Other than the material listed in ANNEX- II of this work order shall be supplied by the contractor.

You will include material reconciliation statements for all materials given to you along with Running and Final Bills and also as and when we demand the same from you

Permissible Wastage & Reconciliation of Material:

Your bill must accompany the reconciliation statement of all Material issues/utilized by you. Both for Free supply material and Contractor supply material.

Any excess wastage, loss or shortfall for any reason whatsoever, over & above of aforesaid permissible limit, will be recovered at actual cost of our total procurement cost from your bills.

5. COMPLETION TIME:-

You shall start the work as soon as you receive the Work Order. As mentioned in ANNEX-IV The completion time shall be as per AVLLP's schedule from the Deemed start date or as per the time/work schedule agreed upon for completion of the work (whichever is later) However in case work is delayed or slow due to any reason that is within the Contractor scope / responsibility the completion time shall be enhanced to adequately compensate for the same.

The work is deemed to start within a week after receiving the order..

As per schedule defined in Annex IV.

The work needs to be completed within the agreed upon work Schedule from the deemed start date.

This Time Period has been agreed upon after factoring adequate buffers for all Holidays and other delays that may occur in the regular course of work.

The work will be considered completed only after getting a completion certificate from our Technical Head.

We reserve the right to suspend / cancel the work order, reduce or increase the scope of work partly or wholly. You are not entitled to claim any additional payment in event of suspension / cancellation of work order or reduction in scope of work. No claims for extra or increased work shall be entertained unless vetted by our Technical Head in writing.

We reserve full rights to terminate your work, without any consideration in cash or in kind whatsoever, on the ground of issues related to attitude, response, work progress and non-confirmatory with our personnel policy communicated to you from time to time.

The time for carrying out the work as entered in the tender shall be strictly observed by you and shall be deemed to be the essence of the contract on your part. The work shall throughout the stipulated period of the contract be proceeded with all due diligence.

You will present us a "Time based Development Plan" broken-down into milestones of expected achievements, each with limits of time. The Plan should depict the milestones in such a manner that comparison with actual, when billed, can be made. The Development Plan shall be discussed, mutually agreed and shall be considered to be a part of the contract.

You will Provide a weekly work progress / measurement sheet detailing works that have been completed in the preceding week.

Every milestone shall be considered achieved on release of completion note by us. (An extension of the time-limit for execution shall be granted only in respect of delay which is not attributable to your fault or negligence. Such extension shall be allowed to the extent you establish that force majeure events or any action or inaction on our part makes the execution of the contract impossible within the specified time-limit).

If the last day of a time-limit is a Sunday or legal holiday, the time-limit shall be extended to the first following working day.

Penalty for delay in completion of contract/work. A penalty of Rs 5,000/- per week shall be imposed in case of any delay in the completion of the work beyond the agreed upon work schedule.

The Schedule & Rate have been mutually decided after adding a reasonable buffer in the schedule and after factoring all usual causes for delay in contracts of this nature.

Work Completion Remark

Dear Sir,

We are pleased to place an order for the Aluminium Glass Railings & Glass Railings installation for the proposed project "The Crown" at 12B, Beliaghata Road, Kolkata- 700015.

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a. Services under contractors scope :--

- i) Inspection of site and take physical site measurement.
- ii) Optimum designs the Railing system considering local environment & height of the building by standard extrusion section. Contractor has to submit the design calculation before issuing the order to comply with our minimum engineering parameter.
- iii) Submission of design data and preparation of shop drawing based on approved design
- iv) Prefabrication 100% powder coating of extrusion (60-80 microns) with SP15AN- AKGONOBEL INTERPON D1036 SG 7022 GREY Railing aluminium powder coating shade .
- v) Fabrication of members by mitred cut at all corners including drilling of holes for fixing hardware with provision of drainage of water etc., making arrangement for fixing of hardware, EPDM or equivalent gasket, , frame will be fixed to the wall with necessary fasteners, all complete as per either standard market practice or as per system manufacturers guidance.
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- b. After Negotiation the entire scope of work has been decided at Rs.3,44,800/-
- c. This rate is applicable provided the work is completed on time and within the agreed upon schedule as per total project work.
- d. Your quoted price shall remain firm for the entire duration of contract and hence no escalation of rates shall be considered other than the adjustments as defined in the order.
- e. The areas, quantity, measurements, etc mentioned are approximate. Payment will be made as per actual quantity of work done in all respects.
- f. The rate is all inclusive Including but not limited to all
 - i. Labour & Supervision and related & ancillary costs.
 - ii. All consumables and all material to be supplied by you including, transportation, security, loading, unloading of inward and outward materials.
 - iii. Handling. Storage / safekeeping of all materials
 - vi. Site Safety and cleaning related to your work. (including clearing any debris from site)
- v. All applicable taxes other than GST, levies, royalties etc. GST shall be paid extra as applicable.

3. DEFECTS LIABILITY PERIOD :-

The defect liability period should be 6 years from the date of successful handing over of the scope of work covered under this Contract

4. MATERIAL ,LABOUR & STORAGE TO BE SUPPLIED FOR THE WORK:-

All Material Other than the material listed in ANNEX- II of this work order shall be supplied by the contractor.

You will include material reconciliation statements for all materials given to you along with Running and Final Bills and also as and when we demand the same from you

Permissible Wastage & Reconciliation of Material:

Your bill must accompany the reconciliation statement of all Material issues/utilized by you. Both for Free supply material and Contractor supply material.

Any excess wastage, loss or shortfall for any reason whatsoever, over & above of aforesaid permissible limit, will be recovered at actual cost of our total procurement cost from your bills.

5. COMPLETION TIME:-

You shall start the work as soon as you receive the Work Order. As mentioned in ANNEX-IV The completion time shall be as per AVLLP's schedule from the Deemed start date or as per the the time/work schedule agreed upon for completion of the work (whichever is later) However in case work is delayed or slow due to any reason that is within the Contractor scope / responsibility the completion time shall be enhanced to adequately compensate for the same.

The work is deemed to start within a week after receiving the order..

As per schedule defined in Annex IV.

The work needs to be completed within the agreed upon work Schedule from the deemed start date.

This Time Period has been agreed upon after factoring adequate buffers for all Holidays and other

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delays that may occur in the regular course of work.
The work will be considered completed only after getting a completion certificate from our Technical Head.
We reserve the right to suspend / cancel the work order, reduce or increase the scope of work partly or wholly. You are not entitled to claim any additional payment in event of suspension / cancellation of work order or reduction in scope of work. No claims for extra or increased work shall be entertained unless vetted by our Technical Head in writing.
We reserve full rights to terminate your work, without any consideration in cash or in kind whatsoever, on the ground of issues related to attitude, response, work progress and non-confirmatory with our personnel policy communicated to you from time to time.
The time for carrying out the work as entered in the tender shall be strictly observed by you and shall be deemed to be the essence of the contract on your part. The work shall throughout the stipulated period of the contract be proceeded with all due diligence.
You will present us a "Time based Development Plan" broken-down into milestones of expected achievements, each with limits of time. The Plan should depict the milestones in such a manner that comparison with actual, when billed, can be made. The Development Plan shall be discussed, mutually agreed and shall be considered to be a part of the contract.
You will Provide a weekly work progress / measurement sheet detailing works that have been completed in the preceding week.
Every milestone shall be considered achieved on release of completion note by us. (An extension of the time-limit for execution shall be granted only in respect of delay which is not attributable to your fault or negligence. Such extension shall be allowed to the extent you establish that force majeure events or any action or inaction on our part makes the execution of the contract impossible within the specified time-limit).
If the last day of a time-limit is a Sunday or legal holiday, the time-limit shall be extended to the first following working day.
Penalty for delay in completion of contract/work. A penalty of Rs 5,000/- per week shall be imposed in case of any delay in the completion of the work beyond the agreed upon work schedule.
The Schedule & Rate have been mutually decided after adding a reasonable buffer in the schedule and after factoring all usual causes for delay in contracts of this nature.
labour deployed at site should cooperate with the Developer's Site Engineer and allow him to inspect the work in progress at his convenient time.
e. Mobilization: The contractor should mobilize immediately. Any Advance if given shall be adjusted with the bills received in the agreed upon manner.
f. Compensation for defective work: The Contractor has to maintain and produce good quality of work. For any defective work, the Contractor will have to repair and salvage the same at his own cost up to the satisfaction of the Developer/Architect. An amount equal to 5% of the bill amount for such defective work will be deducted as a non-refundable penalty for such defective work in addition to deduction by Developer on account of cost of material supplied by Developer if work not been done by Contractor.
g. Extra Work: We are not going to pay for any extra work done by you at Site(within scope area). However, if any extra item of work is required to be done, written consent to be taken from competent authority before such execution.
h. Insurance and safety measures: Contractor has to get comprehensive insurance of all labour working at site before commencement of work, from the Government Labour Commissioner's office or any other well reputed Private Insurance Company. When the labour is at site, they have to use their safety belts & helmets at all times. Contractor will have to maintain all other safety measures at site at all times as specified in the IS standards and National Building Code. In case of any mishap due to negligence in safety measures, the Contractor will be held responsible and the Employer has nothing to do in this regard.
i. Contractor's responsibility: Contractor is solely responsible to pay wages to his Workers, Supervisors, and Engineers regularly and all other emoluments as agreed with them. The Developer will pay any amount to the Contractor towards his Bills only after satisfactory evidence is shown by the Contractor that he is paying his laborers/engineers/supervisors etc. It is also the responsibility of the contractor to examine, clean & maintain on a day to day basis all equipment e.g. Pump, motors, Tube well, electrical switch board, electrical switches, cables, wires etc. at his own cost.
j. Compliance with All Applicable laws: The Contractor shall throughout the performance of this order comply with all the laws, rules, regulations and statutory requirements/obligations of Government of India/State/local Government and other statutory bodies applicable at site for this Contract work and we shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the Contractor. By way of illustration of various Acts you

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have to comply with the following Acts or any amendments thereafter:-

- i. Employee Provident Fund Act 1952
 - ii. Contract Labour Act (Regulation and Abolition Act 1970)
 - iii. Minimum Wages Act 1948.
 - iv. Payment of Wages Act 1936.
 - v. Workmen compensation Act 1923
 - vi. Factories Act 1948
 - vii. Apprenticeship Act 1961
 - viii. Family Pension Act 1952 and
 - ix. Other relevant Acts as applicable.
- k. Handling of local hazards: Any kind of local hazard or problem arising at site will have to be handled by the Contractor in a proper manner and the Developer will not pay any extra money for any such problems.
- l. Legal Problem: Any kind of legal hazard or problem arising at site will have to be handled by the Contractor in a proper manner. The Developer is not liable to pay any amount on account of any legal problem arising due to the contractor's own negligence.
- m. Attendance: The Contractor's engineer, supervisory staff, mate and Contractor himself must reach the site latest by 8 a.m., so that no work will suffer due to negligence of supervision. The Contractor will engage the required manpower to maintain continuous execution of the work. Contractor must submit a list of Supervisors, Engineers, Staff, Miseries and laborers working under his control at the site office by mid-day every day so that the Developer's Site Engineer can verify their presence on site. The Contractor must arrange proper sanitation for his staff and workers and no worker or staff should use any place on site for committing nuisance and if found so then the Contractor will be penalized. Contractor himself must reach the site latest by 8 O' clock in the morning and must visit every day including Sundays and holidays and must see that the work is not delayed even by a single day for want of supervision and manpower. The Contractor shall be responsible to ensure that there is adequate manpower to complete the works on time.
- n. Cleaning of site: Contractor has to clear the site everyday by removing all debris from the construction site after completion of the day's work. In case of any lapse and if we are forced to have the cost for the same shall be debited to you at 1.5 times the cost incurred by us for the same.
- o. Stock of Material: Contractor must maintain stock files for material storage. Materials should not be kept in a disorderly manner. If the site is found in a haphazard manner at any time then the Contractor will be penalized @ Rs2000/- Per Day till the site is brought in order.
- p. Rubbish Removal: Contractor should remove all rubbish generated out of his work from site at his own cost to maintain the finished level as and when required or as instructed by the Site Engineer. No extra cost will be given for the same. If the Contractor fails in doing the aforesaid, the same will be made by another agency and the cost will be recovered from the Contractor at double the rate.
- q. Contractor to submit work schedule: The Contractor shall have to cooperate with other contractors, the Developer may / will engage at the same site to carry out other construction activities at the same site.
- r. Idle labour: No claim for idle labour would be entertained under any circumstance.
- s. Power & Water: Water and electricity will be provided at one point on a chargeable basis/as mutually agreed and such charges will be recovered from the successive RA bills if any of the contractor. Distribution system will be at the sole responsibility and expense of the contractor.
- t. Termination: The Developer reserves the right to terminate this Contract and dismiss the existing Contractor even without showing any reason. The Developer can engage a fresh Contractor for executing the balance work. In any event, the existing Contractor should vacate the site peacefully with immediate effect without causing any obstruction and hindrance to the Developer or any such person engaged by the Developer for executing the balance work. Failing to vacate the site within the specified time, the Contractor would be penalized @ Rs.5000/- per day.

Contractor Payment Terms

SPECIAL TERMS OF CONTRACT :-

- u. Satisfaction with Work Conditions: The Contractor must visit the site and fully satisfy himself on all questions relating to works and position, source of water, layout, transport, electricity, materials and all other information that is deemed to be required by him. No claim whatsoever shall be allowed on account of the factors relating to the site and provisions irrespective of whether the Contractor has visited the site or not.
- v. Protection from Damage : The Contractor shall protect and guard all electric & telephone pipes,

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drains, water lines, soil lines, service lines etc. during excavation and any damage done to such service connections shall be made good at his own cost. In case it is not done and we are forced to act on their behalf the cost of the same shall be deducted at 1.1 times the total costs incurred by us including any damage due to work delay.

w. Regular Meetings: The Contractor must present himself or send his authorized representative in the event of any discussion or meeting that is decided to be held in Kolkata for discussion with the Owner/Consultant/Architects. Any instruction given to the said representative or decisions taken at the meeting in presence of the said representative shall be binding on the Contractor.

x. Tools and Equipment: The Contractor shall submit a list of tools and equipment which shall be brought on the job in good working conditions. All plants, equipment brought to site shall not be removed till the completion of work without the written permission of Engineer-In-Charge.

y. Authorized Representative: The Contractor shall depute an authorized representative under Power of Attorney with adequate powers and require a number of qualified Supervisors to assist him in property mobilizing, planning and organizing the entire work in a systematic way to complete the same within the stipulated time.

z. Alteration of drawings The Architect/Consultant/Owner reserves the right to altering the drawing and nature of the work and of adding to or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this Contract.

aa. Correct Layout: The correct layout of the work will be the sole responsibility of the Contractor.

ab. Ancillary works included in rates: All cutting holes, chases, trenches etc. at any place necessary in connection with the works as per items of this tender and subsequent mending damages are to be included in the rates and not paid extra unless otherwise specified.

ac. Use of Fresh Mortar The mortar shall be mixed as needed for immediate use and no mortar shall be beaten up and used after it has begun to set

ad. Responsibility for Material The contractor will be responsible for ensuring that all materials issued to him are kept damage free, safe and secure. He will provide a monthly statement showing the status and quantity of materials issued to him. Without this statement, the head office will not clear the bills.

ae. Material Requisition on time: The contractor must place material requisition slips at site from time to time which should be sent to H.O. for purchase of material at least 15 days before the requirement of material. In case of material that is hard to procure requisition should be placed with adequate buffer.

af. Highest standard of workmanship: Workmanship shall be of the highest standard. All work to be performed by skilled tradesmen, under proper supervision, to the satisfaction of the Engineer.If any work does not conform to the required standard and regulations in the Engineer's/Owner's/Consultant's/Architect's opinion, he can order removal and reinstatement at Contractor's expense.

ag. Familiarity with Site and Conditions: The Contractor shall take all necessary action to acquaint himself fully with site conditions. Any claim resulting in the Contractor not being aware of site conditions at tendering will not be accepted

ah. No wastage allowed Wastage should not be allowed beyond the agreed upon limits. Cost of items broken and damaged will be borne by the Contractor.

ai. All the bills to be submitted as per clauses of Agreement. Bills for ancillary works related to entrusted jobs within the scope of work will not be entertained and the amount of such bills will be deducted as penalty from the original contract value at double the rate

aj. In case of any nuisance created by any laborer's or staff of the Contractor at site, he/she should be removed from site then and there and the Contractor will be penalized for minimum amount of Rs.10, 000/- for such incidence, failing which the Contract may be terminated without further notice and the contractor should be ready to leave the site.

ak. Disputes :- All disputes and differences, if any, arising out of or relating to this Contract shall be referred to the Architect/Consultant/Owner for final settlement. Architect/s/Consultant/s/Owners decision shall be final, binding and conclusive on both the Contractor and the Owner.

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**Contractor Payment
Terms Level 1**

al. Jurisdiction : This contract shall be within the jurisdiction of the Calcutta High Court.

10. COORDINATION & APPROVALS:-

a. Daily coordination to be done with Mr. Subhajit Chatterjee +91 9831012016.

b. For Site Level coordination our contact person is :- Atanu Banerjee +91 75950 93148

(abanerjee@transways.co.in)

c. For Approval our contact person is Mr. Chandranath Desarkar +91 76040 60484

(cdsarkar@transways.co.in)

We look forward to a long prosperous relationship and request you to start work accordingly.

Kindly confirm receipt and acceptance of terms.

Thanking you,

Yours faithfully,

For, AKSHAY VINIMAY LLP.

AUTHORIZED SIGNATORY

Received and Confirmed,

For _____

Signature _____

Name _____

Designation: _____

Date: _____

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